



COMMUNITY DEVELOPMENT DEPARTMENT FINAL PLAT APPLICATION

Date Received:	Date of Log-in:
Petition #:	
Receipt #:	Amount Paid:

1. **Name of proposed subdivision:** Tucker's Cove (fka Hamlet I North Phase I)
2. **Preliminary Plat petition #:** PPX-22-00031
Date approved: 09/12/2023
3. ***Parties involved in the application:**
Have any of the parties involved in this Application changed since the property received Preliminary Plat approval? ____ Yes ☒ No
If yes, please explain: _____

A. Name of Applicant: Lennar Homes, LLC

Mailing Address: 10481 Six Mile Cypress Pkwy.

City: Fort Myers **State:** FL **Zip Code:** 33966

Phone Number: _____ **Fax Number:** _____

Email Address: zane.zeidan@lennar.com

B. Name of Agent: Mark W. Minor, P.E. - Q. Grady Minor & Associates, P.A.

Mailing Address: 3800 Via Del Rey

City: Bonita Springs **State:** FL **Zip Code:** 34134

Phone Number: 239-947-1144 **Fax Number:** 239-947-0375

Email Address: mminor@gradyminor.com

C. Owner of Record*: Babcock Property Holdings LLC

Mailing Address: 42850 Crescent Loop, Ste. 200

City: Babcock Ranch **State:** FL **Zip Code:** 33982

Phone Number: 941-235-6912 **Fax Number:** _____

Email Address: ewoods@kitsonpartners.com

D. Name of Surveyor: Timothy J. DeVries, P.S.M. - Q. Grady Minor & Associates, P.A.

Mailing Address: 3800 Via Del Rey

City: Bonita Springs State: FL Zip Code: 34134

Phone Number: 239-947-1144 Fax Number: 239-947-0375

Email Address: tdevries@gradyminor.com

E. Name of Engineer: Dean Paquet, P.E. - Kimley-Horn

Mailing Address: 1777 Main St., Ste. 200

City: Sarasota State: FL Zip Code: 34236

Phone Number: 941-379-7600 Fax Number:

Email Address: dean.paquet@kimley-horn.com

F. Name of Attorney:

Mailing Address:

City: State: Zip Code:

Phone Number: Fax Number:

Email Address:

* The name and address of every person having a beneficial interest in this property, however small, in the form of a partnership, limited partnership, corporation, trust, or in any form of representative capacity whatsoever for others, shall be disclosed and a list attached to this application, with no exceptions.

4. Property ID #: 422616200006, 422616200005, 422616200001, 422615100001, 422616200002

5. Has the property undergone any public hearings, other than the public hearings for the Preliminary Plat approval, since the Preliminary Plat application was submitted?

☐ Yes ☒ No

If yes,

Hearing Held by:

Date:

Petition #:

☐ Board of County Commissioners

☐ Planning and Zoning Board

☐ Board of Zoning Appeals

☐ Other (Describe)

ATTACH ALL DEPARTMENT COMMENTS AND DECISION LETTERS

6. Number of lots allowed: 17,870 **Number of lots Proposed:** 657 **Number of tracts Proposed:** 48

Minimum lot size previously approved in Preliminary Plat: 3000 SF

Minimum lot dimension previously approved in Preliminary Plat: 35'

APPLICANT AUTHORIZATION TO AGENT

I, the undersigned, being first duly sworn, depose and say that I am the applicant for the Final Plat of the property described and which is the subject matter of the proposed hearing.

I give authorization for Q. Grady Minor & Associates, P.A. to be my agent for this application.

STATE OF Florida, COUNTY OF Lee

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6 day of October 2023 by Zane Zeidan, who is ☒ personally known, or ☐ produced identification with _____ and ☒ did ☐ did not take an oath.
(type of identification)

JM
Notary Public Signature

[Signature]
Signature of Applicant

Jessica Martin
Notary Printed Signature

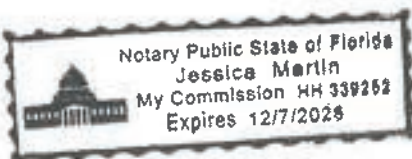
Zane Zeidan
Printed Signature of Applicant

Executive Assistant
Title

Lennar Homes, LLC
Address
10481 Six Mile Cypress Pkwy.
Fort Myers, FL 33966

HH339252
Commission Code

City, State, Zip
239-278-1177
Telephone Number



AFFIDAVIT

I, the undersigned, being first duly sworn, depose and say that I am the applicant or agent of the property described and that is the subject matter of the proposed Final Plat request, that data and other supplementary matter attached to and made part of the application, are honest and true to the best of my knowledge.

STATE OF FLORIDA, COUNTY OF LEE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 6th day of 2023, by Mark W. Minor, who is ☐ personally known, or ☐ produced identification with _____ and ☐ did ☐ did not take an oath.

(type of identification)

Carin J. Dwyer
Notary Public Signature

Signature of Applicant/Agent

CARIN J. DWYER
Notary Printed Signature

Mark W. Minor

Signature of Applicant/Agent

3800 Via Del Rey

Title

Address

Bonita Springs, FL 34134

Commission Code

City, State, Zip

239-947-1144

Telephone Number



PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Lennar Homes, LLC to be the applicant for this Final Plat.

STATE OF Florida, COUNTY OF Charlotte

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 18th September day of 2023, by Erica S Woods, who is ☒ personally known, or ☐ produced identification with _____ and ☐ did ☒ did not take an oath.
(type of identification)

Karen B. Dooms
Notary Public Signature

Karen B. Dooms
Notary Printed Signature

Notary Public
Title

44413183
Commission Code

Erica S Woods
Signature of Owner

Erica S. Woods, V.P.
Printed Signature of Owner

Babcock Property Holdings, LLC
Address

42850 Crescent Loop, Ste. 200
Babcock Ranch, FL 33982

City, State, Zip

941-235-6912

Telephone Number



PROPERTY OWNER AUTHORIZATION TO APPLICANT

I, the undersigned, being first duly sworn, depose and say that I am the owner of the property described and which is the subject matter of the proposed hearing.

I give authorization for Lennar Homes, LLC to be the applicant for this Final Plat.

STATE OF Arizona, COUNTY OF Maricopa

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 14 day of 2023, by Tricia Patton, who is ☒ personally known, or ☐ produced identification with _____ and ☐ did ☐ did not take an oath.
(type of identification)

<u>Nathan Holt</u>	<u>Tricia Patton</u>
Notary Public Signature	Signature of Owner
<u>Nathan Holt</u>	<u>Tricia Patton</u>
Notary Printed Signature	Printed Signature of Owner
<u>Notary Public</u>	KL Servicers LLC
Title	6900 E. Camelback Rd., Ste. 1090
	Address
<u>635526</u>	<u>Scottsdale, AZ 85251</u>
Commission Code	City, State, Zip
	<u>786-648-0271</u>
	Telephone Number





Civil Engineers • Land Surveyors • Planners • Landscape Architects

October 6, 2023

Charlotte County Community Development
Attention: Jenny Shao
E. Jay Carlson Community Development Bldg.
18400 Murdock Circle
Port Charlotte, FL 33948

**RE: Tucker's Cove (fka Hamlet I North Phase I)
DRC-22-00086; PPX-22-00031; PP-22-12-27
Final Plat Application**

Dear Ms. Shao:

On behalf of our client, we are submitting plans and documents for your Final Plat review.

We have been working with the Master Developer, Babcock Ranch ISD, the owners and Lennar Homes, and Lennar's legal counsel to finalize the Preliminary Plat. The Final Plat contains some revisions to the approved Preliminary Plat due to comments and requirements resulting from reviews and coordination by, and with, the above-mentioned parties. The changes are listed on the "Final Plat Revision List" submitted herewith.

Please note that Final Site Plan Approval is under review and the approval letter is forthcoming.

The School Concurrency Availability Determination Letter (SCADL) will be provided by the school district upon your request. The SCADL application documents have been submitted to the school district and the receipt for SCADL review is submitted herewith.

Enclosed please find the following items:

1. Cover Letter
2. Original Plat Mylar signed by Owner and sealed by Surveyor – **to be provided after County Engineer has reviewed and requests its submittal.**
3. Final Plat Application (original)
4. Letter of Authorization (original)
5. Special Warranty Deed
6. Detailed Narrative of Project including the name of the plat, the date of the BCC Preliminary Plat approval, any changes in the plat and any pending planning issues like PD rezoning and density calculations
7. Copy of Final Site Plan Review Approval Letter – **under review and forthcoming.**
8. Proof that all Preliminary Plat Conditions have been met – **contained in narrative.**

9. Proof that all Preliminary Site Plan Review Conditions have been met – **contained in narrative.**
10. Declaration of Protective Covenants or Deed Restrictions executed for recording – **Draft version submitted herewith.**
11. Title Opinion (original signed and notarized)
12. Proof of All Taxes Paid
13. Mortgage Consent – **not applicable.**
14. Infrastructure Documents
 - a. Draft Developer's Agreement, and a Draft original Bond, and signed and sealed Engineer's Probable Cost Estimate x110%
15. Check Payable to the Charlotte County Board of County Commissioners (CCBCC) (The fee is \$1,060.00, with an additional \$12 per lot and all tracts created.) $\$1,060.00 + (\$12.00 \times (657 \text{ lots} + 48 \text{ tracts})) = \$$ [REDACTED] – **will be paid upon amount approval.**
16. Recording Fees Checks Payable to the Clerk of Courts
 - a. Mylar Recording Fees (\$30.00 for the 1st page and \$15.00 for each additional page) = \$ [REDACTED]
 - b. Developer's Agreement Recording Fees and Any Additional Documents (\$10.00 for the 1st page and \$8.50 for each additional page) = \$ [REDACTED] – **to be paid at time of recording.**
17. (1) Set of Proposed Subdivision Plat sized 18" x 24"
18. (1) Set of Proposed Subdivision Plat sized 11" x 17"
19. (1) Set of 11" x 17" Boundary Survey including acreage and legal description of the property being subdivided
20. OneDrive link or USB of subdivision plat in PDF format including all supporting documents
21. OneDrive link of subdivision plat in .DWG AutoCAD or .DXF Universal CAD format

Please contact our office should you have any questions or need additional information.

Sincerely,



Mark W. Minor, P.E.
President

MWM:jlt

cc: Zane Zeidan, Lennar Homes LLC

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

<u>Name</u>	<u>Type</u>
B-166	Right-of-way
B-167	Common Area
B-168	Common Area
B-169	Common Area
B-170	Common Area
B-171	Common Area
B-172	Common Area
B-173	Common Area
B-174	Common Area
B-175	Amenity
D-155	Lake
D-156	Lake
D-157	Lake
D-158	Lake
D-159	Lake
D-160	Lake
D-161	Lake
D-162	Lake
D-163	Lake
D-164	Lake
D-165	Lake
D-166	Lake
D-167	Lake
D-168	Lake
D-169	Lake
D-170	Lake
D-171	Lake
D-172	Lake
D-173	Lake
D-174	Lake
D-175	Lake
D-176	Lake
D-177	Lake
D-178	Lake
D-179	Lake
D-180	Lake
D-181	Lake
E-33	Reserved/Access
F-1	Future Development
MA-13	Mitigation Area
MA-14	Mitigation Area
MA-15	Mitigation Area
PS-1/PF-1	Well Site Facilities
PF-6	Well Site Facilities
PF-7	Well Site Facilities

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

PF-8	Well Site Facilities
PF-9	Well Site Facilities
PF-12	Well Site Facilities
LOT 6306	Lot
LOT 6307	Lot
LOT 6308	Lot
LOT 6309	Lot
LOT 6310	Lot
LOT 6311	Lot
LOT 6312	Lot
LOT 6313	Lot
LOT 6314	Lot
LOT 6315	Lot
LOT 6316	Lot
LOT 6317	Lot
LOT 6318	Lot
LOT 6319	Lot
LOT 6320	Lot
LOT 6321	Lot
LOT 6322	Lot
LOT 6323	Lot
LOT 6324	Lot
LOT 6325	Lot
LOT 6326	Lot
LOT 6327	Lot
LOT 6328	Lot
LOT 6329	Lot
LOT 6330	Lot
LOT 6331	Lot
LOT 6332	Lot
LOT 6333	Lot
LOT 6334	Lot
LOT 6335	Lot
LOT 6336	Lot
LOT 6337	Lot
LOT 6338	Lot
LOT 6339	Lot
LOT 6340	Lot
LOT 6341	Lot
LOT 6342	Lot
LOT 6343	Lot
LOT 6344	Lot
LOT 6345	Lot
LOT 6346	Lot
LOT 6347	Lot
LOT 6348	Lot
LOT 6349	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6350	Lot
LOT 6351	Lot
LOT 6352	Lot
LOT 6353	Lot
LOT 6354	Lot
LOT 6355	Lot
LOT 6356	Lot
LOT 6357	Lot
LOT 6358	Lot
LOT 6359	Lot
LOT 6360	Lot
LOT 6361	Lot
LOT 6362	Lot
LOT 6363	Lot
LOT 6364	Lot
LOT 6365	Lot
LOT 6366	Lot
LOT 6367	Lot
LOT 6368	Lot
LOT 6369	Lot
LOT 6370	Lot
LOT 6371	Lot
LOT 6372	Lot
LOT 6373	Lot
LOT 6374	Lot
LOT 6375	Lot
LOT 6376	Lot
LOT 6377	Lot
LOT 6378	Lot
LOT 6379	Lot
LOT 6380	Lot
LOT 6381	Lot
LOT 6382	Lot
LOT 6383	Lot
LOT 6384	Lot
LOT 6385	Lot
LOT 6386	Lot
LOT 6387	Lot
LOT 6388	Lot
LOT 6389	Lot
LOT 6390	Lot
LOT 6391	Lot
LOT 6392	Lot
LOT 6393	Lot
LOT 6394	Lot
LOT 6395	Lot
LOT 6396	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6397	Lot
LOT 6398	Lot
LOT 6399	Lot
LOT 6400	Lot
LOT 6401	Lot
LOT 6402	Lot
LOT 6403	Lot
LOT 6404	Lot
LOT 6405	Lot
LOT 6406	Lot
LOT 6407	Lot
LOT 6408	Lot
LOT 6409	Lot
LOT 6410	Lot
LOT 6411	Lot
LOT 6412	Lot
LOT 6413	Lot
LOT 6414	Lot
LOT 6415	Lot
LOT 6416	Lot
LOT 6417	Lot
LOT 6418	Lot
LOT 6419	Lot
LOT 6420	Lot
LOT 6421	Lot
LOT 6422	Lot
LOT 6423	Lot
LOT 6424	Lot
LOT 6425	Lot
LOT 6426	Lot
LOT 6427	Lot
LOT 6428	Lot
LOT 6429	Lot
LOT 6430	Lot
LOT 6431	Lot
LOT 6432	Lot
LOT 6433	Lot
LOT 6434	Lot
LOT 6435	Lot
LOT 6436	Lot
LOT 6437	Lot
LOT 6438	Lot
LOT 6439	Lot
LOT 6440	Lot
LOT 6441	Lot
LOT 6442	Lot
LOT 6443	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6444	Lot
LOT 6445	Lot
LOT 6446	Lot
LOT 6447	Lot
LOT 6448	Lot
LOT 6449	Lot
LOT 6450	Lot
LOT 6451	Lot
LOT 6452	Lot
LOT 6453	Lot
LOT 6454	Lot
LOT 6455	Lot
LOT 6456	Lot
LOT 6457	Lot
LOT 6458	Lot
LOT 6459	Lot
LOT 6460	Lot
LOT 6461	Lot
LOT 6462	Lot
LOT 6463	Lot
LOT 6464	Lot
LOT 6465	Lot
LOT 6466	Lot
LOT 6467	Lot
LOT 6468	Lot
LOT 6469	Lot
LOT 6470	Lot
LOT 6471	Lot
LOT 6472	Lot
LOT 6473	Lot
LOT 6474	Lot
LOT 6475	Lot
LOT 6476	Lot
LOT 6477	Lot
LOT 6478	Lot
LOT 6479	Lot
LOT 6480	Lot
LOT 6481	Lot
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LOT 6485	Lot
LOT 6486	Lot
LOT 6487	Lot
LOT 6488	Lot
LOT 6489	Lot
LOT 6490	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6491	Lot
LOT 6492	Lot
LOT 6493	Lot
LOT 6494	Lot
LOT 6495	Lot
LOT 6496	Lot
LOT 6497	Lot
LOT 6498	Lot
LOT 6499	Lot
LOT 6500	Lot
LOT 6501	Lot
LOT 6502	Lot
LOT 6503	Lot
LOT 6504	Lot
LOT 6505	Lot
LOT 6506	Lot
LOT 6507	Lot
LOT 6508	Lot
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LOT 6525	Lot
LOT 6526	Lot
LOT 6527	Lot
LOT 6528	Lot
LOT 6529	Lot
LOT 6530	Lot
LOT 6531	Lot
LOT 6532	Lot
LOT 6533	Lot
LOT 6534	Lot
LOT 6535	Lot
LOT 6536	Lot
LOT 6537	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6538	Lot
LOT 6539	Lot
LOT 6540	Lot
LOT 6541	Lot
LOT 6542	Lot
LOT 6543	Lot
LOT 6544	Lot
LOT 6545	Lot
LOT 6546	Lot
LOT 6547	Lot
LOT 6548	Lot
LOT 6549	Lot
LOT 6550	Lot
LOT 6551	Lot
LOT 6552	Lot
LOT 6553	Lot
LOT 6554	Lot
LOT 6555	Lot
LOT 6556	Lot
LOT 6557	Lot
LOT 6558	Lot
LOT 6559	Lot
LOT 6560	Lot
LOT 6561	Lot
LOT 6562	Lot
LOT 6563	Lot
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LOT 6566	Lot
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LOT 6568	Lot
LOT 6569	Lot
LOT 6570	Lot
LOT 6571	Lot
LOT 6572	Lot
LOT 6573	Lot
LOT 6574	Lot
LOT 6575	Lot
LOT 6576	Lot
LOT 6577	Lot
LOT 6578	Lot
LOT 6579	Lot
LOT 6580	Lot
LOT 6581	Lot
LOT 6582	Lot
LOT 6583	Lot
LOT 6584	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6585	Lot
LOT 6586	Lot
LOT 6587	Lot
LOT 6588	Lot
LOT 6589	Lot
LOT 6590	Lot
LOT 6591	Lot
LOT 6592	Lot
LOT 6593	Lot
LOT 6594	Lot
LOT 6595	Lot
LOT 6596	Lot
LOT 6597	Lot
LOT 6598	Lot
LOT 6599	Lot
LOT 6600	Lot
LOT 6601	Lot
LOT 6602	Lot
LOT 6603	Lot
LOT 6604	Lot
LOT 6605	Lot
LOT 6606	Lot
LOT 6607	Lot
LOT 6608	Lot
LOT 6609	Lot
LOT 6610	Lot
LOT 6611	Lot
LOT 6612	Lot
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LOT 6614	Lot
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LOT 6617	Lot
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LOT 6626	Lot
LOT 6627	Lot
LOT 6628	Lot
LOT 6629	Lot
LOT 6630	Lot
LOT 6631	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6632	Lot
LOT 6633	Lot
LOT 6634	Lot
LOT 6635	Lot
LOT 6636	Lot
LOT 6637	Lot
LOT 6638	Lot
LOT 6639	Lot
LOT 6640	Lot
LOT 6641	Lot
LOT 6642	Lot
LOT 6643	Lot
LOT 6644	Lot
LOT 6645	Lot
LOT 6646	Lot
LOT 6647	Lot
LOT 6648	Lot
LOT 6649	Lot
LOT 6650	Lot
LOT 6651	Lot
LOT 6652	Lot
LOT 6653	Lot
LOT 6654	Lot
LOT 6655	Lot
LOT 6656	Lot
LOT 6657	Lot
LOT 6658	Lot
LOT 6659	Lot
LOT 6660	Lot
LOT 6661	Lot
LOT 6662	Lot
LOT 6663	Lot
LOT 6664	Lot
LOT 6665	Lot
LOT 6666	Lot
LOT 6667	Lot
LOT 6668	Lot
LOT 6669	Lot
LOT 6670	Lot
LOT 6671	Lot
LOT 6672	Lot
LOT 6673	Lot
LOT 6674	Lot
LOT 6675	Lot
LOT 6676	Lot
LOT 6677	Lot
LOT 6678	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6679	Lot
LOT 6680	Lot
LOT 6681	Lot
LOT 6682	Lot
LOT 6683	Lot
LOT 6684	Lot
LOT 6685	Lot
LOT 6686	Lot
LOT 6687	Lot
LOT 6688	Lot
LOT 6689	Lot
LOT 6690	Lot
LOT 6691	Lot
LOT 6692	Lot
LOT 6693	Lot
LOT 6694	Lot
LOT 6695	Lot
LOT 6696	Lot
LOT 6697	Lot
LOT 6698	Lot
LOT 6699	Lot
LOT 6700	Lot
LOT 6701	Lot
LOT 6702	Lot
LOT 6703	Lot
LOT 6704	Lot
LOT 6705	Lot
LOT 6706	Lot
LOT 6707	Lot
LOT 6708	Lot
LOT 6709	Lot
LOT 6710	Lot
LOT 6711	Lot
LOT 6712	Lot
LOT 6713	Lot
LOT 6714	Lot
LOT 6715	Lot
LOT 6716	Lot
LOT 6717	Lot
LOT 6718	Lot
LOT 6719	Lot
LOT 6720	Lot
LOT 6721	Lot
LOT 6722	Lot
LOT 6723	Lot
LOT 6724	Lot
LOT 6725	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6726	Lot
LOT 6727	Lot
LOT 6728	Lot
LOT 6729	Lot
LOT 6730	Lot
LOT 6731	Lot
LOT 6732	Lot
LOT 6733	Lot
LOT 6734	Lot
LOT 6735	Lot
LOT 6736	Lot
LOT 6737	Lot
LOT 6738	Lot
LOT 6739	Lot
LOT 6740	Lot
LOT 6741	Lot
LOT 6742	Lot
LOT 6743	Lot
LOT 6744	Lot
LOT 6745	Lot
LOT 6746	Lot
LOT 6747	Lot
LOT 6748	Lot
LOT 6749	Lot
LOT 6750	Lot
LOT 6751	Lot
LOT 6752	Lot
LOT 6753	Lot
LOT 6754	Lot
LOT 6755	Lot
LOT 6756	Lot
LOT 6757	Lot
LOT 6758	Lot
LOT 6759	Lot
LOT 6760	Lot
LOT 6761	Lot
LOT 6762	Lot
LOT 6763	Lot
LOT 6764	Lot
LOT 6765	Lot
LOT 6766	Lot
LOT 6767	Lot
LOT 6768	Lot
LOT 6769	Lot
LOT 6770	Lot
LOT 6771	Lot
LOT 6772	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6773	Lot
LOT 6774	Lot
LOT 6775	Lot
LOT 6776	Lot
LOT 6777	Lot
LOT 6778	Lot
LOT 6779	Lot
LOT 6780	Lot
LOT 6781	Lot
LOT 6782	Lot
LOT 6783	Lot
LOT 6784	Lot
LOT 6785	Lot
LOT 6786	Lot
LOT 6787	Lot
LOT 6788	Lot
LOT 6789	Lot
LOT 6790	Lot
LOT 6791	Lot
LOT 6792	Lot
LOT 6793	Lot
LOT 6794	Lot
LOT 6795	Lot
LOT 6796	Lot
LOT 6797	Lot
LOT 6798	Lot
LOT 6799	Lot
LOT 6800	Lot
LOT 6801	Lot
LOT 6802	Lot
LOT 6803	Lot
LOT 6804	Lot
LOT 6805	Lot
LOT 6806	Lot
LOT 6807	Lot
LOT 6808	Lot
LOT 6809	Lot
LOT 6810	Lot
LOT 6811	Lot
LOT 6812	Lot
LOT 6813	Lot
LOT 6814	Lot
LOT 6815	Lot
LOT 6816	Lot
LOT 6817	Lot
LOT 6818	Lot
LOT 6819	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6820	Lot
LOT 6821	Lot
LOT 6822	Lot
LOT 6823	Lot
LOT 6824	Lot
LOT 6825	Lot
LOT 6826	Lot
LOT 6827	Lot
LOT 6828	Lot
LOT 6829	Lot
LOT 6830	Lot
LOT 6831	Lot
LOT 6832	Lot
LOT 6833	Lot
LOT 6834	Lot
LOT 6835	Lot
LOT 6836	Lot
LOT 6837	Lot
LOT 6838	Lot
LOT 6839	Lot
LOT 6840	Lot
LOT 6841	Lot
LOT 6842	Lot
LOT 6843	Lot
LOT 6844	Lot
LOT 6845	Lot
LOT 6846	Lot
LOT 6847	Lot
LOT 6848	Lot
LOT 6849	Lot
LOT 6850	Lot
LOT 6851	Lot
LOT 6852	Lot
LOT 6853	Lot
LOT 6854	Lot
LOT 6855	Lot
LOT 6856	Lot
LOT 6857	Lot
LOT 6858	Lot
LOT 6859	Lot
LOT 6860	Lot
LOT 6861	Lot
LOT 6862	Lot
LOT 6863	Lot
LOT 6864	Lot
LOT 6865	Lot
LOT 6866	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6867	Lot
LOT 6868	Lot
LOT 6869	Lot
LOT 6870	Lot
LOT 6871	Lot
LOT 6872	Lot
LOT 6873	Lot
LOT 6874	Lot
LOT 6875	Lot
LOT 6876	Lot
LOT 6877	Lot
LOT 6878	Lot
LOT 6879	Lot
LOT 6880	Lot
LOT 6881	Lot
LOT 6882	Lot
LOT 6883	Lot
LOT 6884	Lot
LOT 6885	Lot
LOT 6886	Lot
LOT 6887	Lot
LOT 6888	Lot
LOT 6889	Lot
LOT 6890	Lot
LOT 6891	Lot
LOT 6892	Lot
LOT 6893	Lot
LOT 6894	Lot
LOT 6895	Lot
LOT 6896	Lot
LOT 6897	Lot
LOT 6898	Lot
LOT 6899	Lot
LOT 6900	Lot
LOT 6901	Lot
LOT 6902	Lot
LOT 6903	Lot
LOT 6904	Lot
LOT 6905	Lot
LOT 6906	Lot
LOT 6907	Lot
LOT 6908	Lot
LOT 6909	Lot
LOT 6910	Lot
LOT 6911	Lot
LOT 6912	Lot
LOT 6913	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6914	Lot
LOT 6915	Lot
LOT 6916	Lot
LOT 6917	Lot
LOT 6918	Lot
LOT 6919	Lot
LOT 6920	Lot
LOT 6921	Lot
LOT 6922	Lot
LOT 6923	Lot
LOT 6924	Lot
LOT 6925	Lot
LOT 6926	Lot
LOT 6927	Lot
LOT 6928	Lot
LOT 6929	Lot
LOT 6930	Lot
LOT 6931	Lot
LOT 6932	Lot
LOT 6933	Lot
LOT 6934	Lot
LOT 6935	Lot
LOT 6936	Lot
LOT 6937	Lot
LOT 6938	Lot
LOT 6939	Lot
LOT 6940	Lot
LOT 6941	Lot
LOT 6942	Lot
LOT 6943	Lot
LOT 6944	Lot
LOT 6945	Lot
LOT 6946	Lot
LOT 6947	Lot
LOT 6948	Lot
LOT 6949	Lot
LOT 6950	Lot
LOT 6951	Lot
LOT 6952	Lot
LOT 6953	Lot
LOT 6954	Lot
LOT 6955	Lot
LOT 6956	Lot
LOT 6957	Lot
LOT 6958	Lot
LOT 6959	Lot
LOT 6960	Lot

LOT / TRACT TABLE
Tucker's Cove (fka Hamlet I North Phase I)

LOT 6961	Lot
LOT 6962	Lot

Tucker's Cove Final Plat

Project Narrative

October 6, 2023

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Name: Tucker's Cove
BCC Preliminary Plat Approved September 12, 2023 as PP-22-12-27

Preliminary Site Plan Approval Stipulations:

- Stipulations and comments addressed through Final Site Plan Approval Process (approval letter forthcoming)

Preliminary Plat Approval Stipulations:

- School Concurrency Availability Determination Letter (SCADL) is forthcoming upon request to school district from Charlotte County. The SCADL application documents were submitted October 5, 2023.

RECEIPT DATE 10/5/2023 No. 037913

RECEIVED FROM Kemley Spivey \$1000.00

One Thousand 00/100 DOLLARS

☐ FOR RENT
☐ FOR BCC Tucker's Cove STA Fee

ACCOUNT 1000.00 ☐ CASH
PAYMENT 1000.00 ☒ CHECK
BAL. DUE 0 ☐ MONEY ORDER
☐ CREDIT CARD

FROM _____ TO _____
BY [Signature]

– Site Summary Table

Babcock Ranch Community Hamlet North Phase 1 Land Use Summary													
Base Name	Amount (Sd)	Nonresidential (Sd)	Public (Sd)	Industrial (Sd)	Office (Sd)	Open Space (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Total (Sd)
1.000 (Project Boundary)	20.7	20.7	0.0	0.0	20.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	62.1
%	0.05	0.05	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00

Bulk #10 Future Land Use Summary													
Base Name	Amount (Sd)	Nonresidential (Sd)	Public (Sd)	Industrial (Sd)	Office (Sd)	Open Space (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Total (Sd)
1.000	20.7	20.7	0.0	0.0	20.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	62.1
%	0.05	0.05	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00

Hamlet North Phase 1 Water Quality Calculations													
Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7

Hamlet North Phase 1 Design Summary													
Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7

– Density

Babcock Ranch Community Hamlet North Phase 1 Land Use Summary													
Base Name	Amount (Sd)	Nonresidential (Sd)	Public (Sd)	Industrial (Sd)	Office (Sd)	Open Space (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Total (Sd)
1.000 (Project Boundary)	20.7	20.7	0.0	0.0	20.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	62.1
%	0.05	0.05	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00

Bulk #10 Future Land Use Summary													
Base Name	Amount (Sd)	Nonresidential (Sd)	Public (Sd)	Industrial (Sd)	Office (Sd)	Open Space (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Other (Sd)	Total (Sd)
1.000	20.7	20.7	0.0	0.0	20.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	62.1
%	0.05	0.05	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00

Hamlet North Phase 1 Water Quality Calculations													
Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7

Hamlet North Phase 1 Design Summary													
Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value	Unit	Parameter	Value
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7
Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7	lb/day	Provisional Total Suspended Solids (TSS)	20.7

Tucker's Cove Final Plat

Project Narrative

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- Changes to Final Plat from Approved Preliminary Plat

Tucker's Cove

Change Log - Changes from Preliminary Plat to Final Plat

Overall: Renumbered Common Area Tracts(B- Tracts), Added Well Site Tracts (PS and PF Tracts), renumbered Tract B to E-33

Sheet 1 : no changes

Sheet 2 : Changed name in dedication A.; changed dedication C.2; Added H; Moved A.4 to I; Added LNR3 AIV LLC as signer.

Sheet 3 : No changes

Sheet 4 : No changes

Sheet 5 : No changes

Sheet 6 : Added Well Site Tracts (PS and PF Tracts)

Sheet 7 : No changes

Sheet 8 : No changes

Sheet 9 : Added Well Site Tracts (PS and PF Tracts)

Sheet 10 : Added Well Site Tracts (PS and PF Tracts), Removed some Common Area tracts (B-Tracts)

Sheet 11 : Removed some Common Area tracts (B- Tracts), Lengthened some Lots

Sheet 12 : No changes

Sheet 13 : No changes

Sheet 14 : No changes

Sheet 15 : No changes

Sheet 16 : No changes

Sheet 17 : No changes

Sheet 18 : No changes

Sheet 19 : No changes

Sheet 20 : Added Well Site Tract (PS and PF Tracts)

Sheet 21 : No changes

Tucker's Cove Final Plat

Project Narrative

October 6, 2023

Page 3 of 4

Sheet 22 : No changes

Sheet 23 : No changes

Sheet 24 : No changes

Sheet 25 : No changes

Sheet 26 : No changes

Sheet 27 : No changes

Sheet 28 : No changes

Sheet 29 : Added Well Site Tract (PS and PF Tracts)

Sheet 30 : No changes

Sheet 31 : No changes

Sheet 32 : No changes

Sheet 33 : No changes

Sheet 34 : No changes

Sheet 35 : No changes

Sheet 36 : No changes

Sheet 37 : No changes

Sheet 38 : Added Well Site Tract (PS and PF Tracts)

Sheet 39 : No changes

Sheet 40 : No changes

Sheet 41 : No changes

Sheet 42 : Extended Lot 6451, added DE, Added Well Site Tract (PS and PF Tracts)

Sheet 43 : No changes

Sheet 44 : No changes

Sheet 45 : No changes

Sheet 46 : No changes

Sheet 47 : No changes

Sheet 48 : No changes

Tucker's Cove Final Plat

Project Narrative

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Sheet 49 : No changes

Sheet 50 : No changes

Sheet 51 : No changes

Sheet 52 : No changes

Sheet 53 : No changes

Sheet 54 : No changes

Sheet 55 : No changes

Sheet 56 : No changes

Sheet 57 :Extended Lots 6660-6663 to remove common area

Sheet 58 : Extended Lots 6754-6757 to remove common area

Sheet 59 : Extended Lots 6663-6629 and 6568-6571 to remove common area

Sheet 60 : No changes

Sheet 61 : No changes

Sheet 62 : No changes

Sheet 63 :Extended Lots to remove common area

Sheet 64 : Extended Lots to remove common area

Sheet 65 : Extended Lots to remove common area

Sheet 66 : No changes

Sheet 67 : No changes

Sheet 68 : No changes

Sheet 69 : Extended Lots to remove common area

Sheet 70 : Extended Lots to remove common area

Sheet 71 : Extended Lots to remove common area

Sheet 72 : No changes

Sheet 73 : No changes

Sheet 74 : No changes

BABCOCK PROPERTY HOLDINGS, L.L.C.

42850 Crescent Loop - Suite 200
Babcock Ranch, FL 33982

October 3, 2023

Via e-mail only to: Marvann.Franks@charlottecountyfl.gov

Charlotte County Community Development

Attn: Maryann Franks

18400 Murdock Circle

Port Charlotte, FL 33948

RE: Final Plat Application – Tucker's Cove (fka Hamlet I North Phase I)
Applicant: Lennar Homes, LLC

Dear Ms. Franks:

Pursuant to the Land Development Regulations, Chapter 3-9-51, Babcock Overlay Zoning District, Section (e)(B) "Special Provisions for development approval within the District", Babcock Property Holdings, L.L.C., as the Master Developer, hereby provides its approval for the submission of the above-referenced Final Plat application.

If you have any questions concerning the above, please feel free to contact me.

Sincerely,



Erica S. Woods

cc: BRCISD Engineer (via e-mail)
Robert Berntsson, Esq. (via e-mail)
Dean Paquet (via e-mail)
Zane Zeidan (via e-mail)
Mark W. Minor, P.E. (via e-mail)

THIS INSTRUMENT PREPARED BY:

Sean Ellis, Esq.
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Ft. Myers, Florida 33901

WHEN RECORDED RETURN TO:

c/o Kennedy Lewis Investment Management LLC
111 West 33rd Street, Suite 1910
New York, NY 10120
Attn.: Anthony Pasqua

Space Above This Line Reserved for Recorder's Use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 28th day of February, 2023, between LENNAR HOMES, LLC, a Florida limited liability company (hereinafter called the "Grantor"), whose address is 10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966 Attn: Lance Ellis, and LNR3 AIV LLC, a Delaware limited liability company (hereinafter called the "Grantee"), whose address is 6900 E. Camelback Road, Suite 1090, Scottsdale, Arizona 85251.

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to it in hand paid, the receipt whereof is hereby acknowledged, by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns forever, that land lying and being in the County of Charlotte, State of Florida, described as follows:

See Exhibit "A" attached hereto and made a part hereof by reference.

TOGETHER WITH all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO real property taxes and other assessments (including all subsequent assessments for prior years due to changes in the use or ownership, or both), reservations in patents, water rights, claims or titles to water and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, any matter shown on the recorded plat referenced above, any lien, encumbrance or matter arising in connection with any action of the Grantee or its employees, contractors, agents, or representatives, any other matter not caused by the act or authorization of the Grantor, and any matter than would be disclosed by an inspection or accurate ALTA/NSPS survey of the Lot(s).

TO HAVE AND TO HOLD the above described premises, with the appurtenances, unto the Grantee, its successors and assigns, in fee simple forever.

And the Grantor does specially warrant the title to said land subject to the matters referred to above and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but not otherwise.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly authorized in its name and by those thereunto duly authorized, the day and year first above written.

Witnesses:


GRANTOR:

LENNAR HOMES, L.L.C.,
a Florida limited liability company

By: 

Name: Lance Ellis

Title: Vice President


Print Name: Jessica Martin


Print Name: Nicole Brunges

State of Florida

County of Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 28 day of February, 2023, by Lance Ellis, as Vice President of Lennar Homes, L.L.C., a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.


(Notary Signature)

(NOTARY SEAL)

Jessica Martin
(Notary Name Printed)
NOTARY PUBLIC
Commission No. 111351252

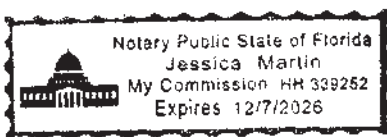


Exhibit "A"

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 16, 17, 20, & 21, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S.00°40'53"W., ALONG THE WEST LINE OF SAID SECTION, FOR 578.86 FEET; THENCE N.90°00'00"E., DEPARTING SAID LINE, FOR 11,701.49 FEET; THENCE SOUTH 12°51'59" EAST, FOR 1,719.68 FEET; THENCE SOUTH 71°59'01" WEST, FOR 206.99 FEET; THENCE SOUTH 06°35'10" WEST, FOR 116.99 FEET; THENCE SOUTH 70°03'37" WEST, FOR 297.14 FEET; THENCE NORTH 43°36'34" WEST, FOR 389.82 FEET; THENCE SOUTH 69°51'03" WEST, FOR 924.77 FEET; THENCE SOUTH 28°09'14" EAST, FOR 1,272.65 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 39°53'03" EAST, FOR 114.70 FEET; THENCE NORTH 33°54'06" EAST, FOR 130.00 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 17.10 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET THROUGH A CENTRAL ANGLE OF 01°51'57" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 57°01'53" EAST FOR 17.10 FEET; THENCE NORTH 32°02'09" EAST, FOR 50.00 FEET; THENCE NORTH 17°02'37" EAST, FOR 39.99 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 131.03 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 960.00 FEET THROUGH A CENTRAL ANGLE OF 07°49'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 20°57'13" EAST FOR 130.93 FEET; THENCE NORTH 44°57'31" WEST, FOR 42.97 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 48.65 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 58°03'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 57°04'46" EAST FOR 46.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 48.76 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 977.00 FEET THROUGH A CENTRAL ANGLE OF 02°51'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 29°28'34" EAST FOR 48.76 FEET; THENCE SOUTH 59°05'39" EAST, FOR 344.00 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 45.53 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 633.00 FEET THROUGH A CENTRAL ANGLE OF 04°07'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 28°50'43" WEST FOR 45.52 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 34.22 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 98°01'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 22°13'37" EAST FOR 30.19 FEET; THENCE SOUTH 71°14'20" EAST, FOR 62.02 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 306.20 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 672.00 FEET THROUGH A CENTRAL ANGLE OF 26°06'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 58°11'07" EAST FOR 303.56 FEET; THENCE SOUTH 45°07'55" EAST, FOR 211.95 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 30.27 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 86°42'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 88°29'16" EAST FOR 27.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 342.04 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 3,327.00 FEET THROUGH A CENTRAL ANGLE OF 05°53'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 51°06'07" EAST FOR 341.89 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 15.22 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 43°35'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 32°14'58" EAST FOR 14.85 FEET; THENCE SOUTH 79°32'52" EAST, FOR 31.35 FEET; THENCE NORTH 55°41'42" EAST, FOR 119.57 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 177.42 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 3,310.00 FEET THROUGH A CENTRAL ANGLE OF 03°04'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 58°15'55" EAST FOR 177.40 FEET; THENCE NORTH 26°38'39" EAST, FOR 40.79 FEET TO A POINT ON A CURVE; THENCE EASTERLY 15.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 43°21'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 82°18'07" EAST FOR 14.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHEASTERLY 74.61 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 3,327.00 FEET THROUGH A CENTRAL ANGLE OF 01°17'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°16'00" EAST FOR 74.61 FEET; THENCE SOUTH 28°05'27" EAST, FOR 197.00 FEET; THENCE SOUTH 61°48'00" WEST, FOR 11.91 FEET; THENCE SOUTH 28°18'32" EAST, FOR 120.00

FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 178.31 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 3,010.00 FEET THROUGH A CENTRAL ANGLE OF 03°23'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 59°59'38" WEST FOR 178.28 FEET; THENCE SOUTH 31°37'26" EAST, FOR 120.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 3.01 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 2,890.00 FEET THROUGH A CENTRAL ANGLE OF 00°03'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 58°19'25" EAST FOR 3.01 FEET; THENCE SOUTH 31°38'48" EAST, FOR 50.00 FEET TO A POINT ON A CURVE; THENCE SOUTHERLY 39.71 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 91°01'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 12°50'40" WEST FOR 35.67 FEET; THENCE SOUTH 32°39'52" EAST, FOR 104.67 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 199.50 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 2,710.00 FEET THROUGH A CENTRAL ANGLE OF 04°13'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 55°45'19" WEST FOR 199.46 FEET; THENCE SOUTH 17°42'43" EAST, FOR 28.00 FEET TO A POINT ON A CURVE; THENCE WESTERLY 24.70 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 47°10'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 76°34'22" WEST FOR 24.01 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 177.05 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 2,693.00 FEET THROUGH A CENTRAL ANGLE OF 03°46'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 51°06'07" WEST FOR 177.02 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 49.40 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 94°21'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°02'36" WEST FOR 44.01 FEET; THENCE SOUTH 45°07'55" EAST, FOR 66.54 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 44.47 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 1,172.00 FEET THROUGH A CENTRAL ANGLE OF 02°10'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°02'42" EAST FOR 44.46 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 30.17 FEET ALONG THE ARC OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 48.00 FEET THROUGH A CENTRAL ANGLE OF 36°00'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 60°57'57" EAST FOR 29.68 FEET; THENCE SOUTH 11°01'36" WEST, FOR 33.59 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 30.30 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 785.00 FEET THROUGH A CENTRAL ANGLE OF 02°12'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 60°58'03" WEST FOR 30.29 FEET; THENCE SOUTH 30°08'18" EAST, FOR 130.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 36.81 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 694.31 FEET THROUGH A CENTRAL ANGLE OF 03°02'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 61°28'07" EAST FOR 36.80 FEET; THENCE SOUTH 26°55'06" EAST, FOR 180.00 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 164.43 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET THROUGH A CENTRAL ANGLE OF 19°50'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 53°09'53" WEST FOR 163.61 FEET; THENCE SOUTH 43°14'53" WEST, A DISTANCE OF 523.44 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 72.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 103°38'46", (CHORD BEARING SOUTH 62°35'50" EAST, A DISTANCE OF 62.89 FEET); THENCE SOUTH 10°46'27" EAST, A DISTANCE OF 223.55 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 14.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 16°29'25", (CHORD BEARING SOUTH 19°01'10" EAST, A DISTANCE OF 14.34 FEET); THENCE SOUTH 27°15'52" EAST, A DISTANCE OF 133.90 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 76.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 43°40'16", (CHORD BEARING SOUTH 05°25'44" EAST, A DISTANCE OF 74.39 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHERLY 991.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,249.45 FEET, A CENTRAL ANGLE OF 17°29'19", (CHORD BEARING SOUTH 22°09'33" WEST, A DISTANCE OF 988.00 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHERLY 37.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 93.25 FEET, A CENTRAL ANGLE OF 23°15'00", (CHORD BEARING SOUTH 16°17'04" WEST, A DISTANCE OF 37.58 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 113.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 32°29'20", (CHORD BEARING SOUTH 20°54'14" WEST, A DISTANCE OF 111.89 FEET); THENCE SOUTH 37°08'54" WEST, A DISTANCE OF 38.11 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 127.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A

CENTRAL ANGLE OF 72°52'47", (CHORD BEARING SOUTH 73°35'18" WEST, A DISTANCE OF 118.80 FEET); THENCE SOUTH 06°29'05" EAST, A DISTANCE OF 121.68 FEET; THENCE SOUTH 83°30'55" WEST, A DISTANCE OF 13.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 22.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°34'24", (CHORD BEARING SOUTH 57°13'43" WEST, A DISTANCE OF 22.14 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 92.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 117.00 FEET, A CENTRAL ANGLE OF 45°25'30", (CHORD BEARING SOUTH 53°39'16" WEST, A DISTANCE OF 90.35 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 50.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 52°22'37", (CHORD BEARING SOUTH 50°10'43" WEST, A DISTANCE OF 48.55 FEET); THENCE SOUTH 23°59'25" WEST, A DISTANCE OF 371.26 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 333.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 67°01'20", (CHORD BEARING SOUTH 09°31'15" EAST, A DISTANCE OF 314.70 FEET); TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 458.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 40°26'58", (CHORD BEARING SOUTH 22°48'26" EAST, A DISTANCE OF 449.41 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE SOUTHERLY 265.54 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,050.00 FEET, A CENTRAL ANGLE OF 04°59'18", (CHORD BEARING SOUTH 00°05'18" EAST, A DISTANCE OF 265.46 FEET); THENCE NORTH 72°30'24" WEST, A DISTANCE OF 110.49 FEET; THENCE N.80°25'21"W., FOR 47.43 FEET; THENCE N.00°17'33"E., FOR 50.92 FEET; THENCE N.38°20'26"W., FOR 699.39 FEET; THENCE N.42°41'01"W., FOR 114.49 FEET; THENCE N.59°25'50"W., FOR 214.80 FEET; THENCE N.63°05'48"W., FOR 168.83 FEET; THENCE S.85°38'44"W., FOR 165.29 FEET; THENCE S.69°54'51"W., FOR 185.39 FEET; THENCE S.73°29'37"W., FOR 266.68 FEET; THENCE S.86°38'08"W., FOR 253.74 FEET; THENCE N.69°05'13"W., FOR 361.56 FEET; THENCE N.30°07'54"W., FOR 335.54 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF MITIGATION AREA A-11 AS RECORDED IN OFFICIAL RECORDS BOOK 4390, PAGE 1487, SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING THIRTEEN (13) COURSES: (1) N.30°07'54"W., FOR 180.66 FEET; (2) N.04°17'11"W., FOR 388.52 FEET; (3) N.18°00'30"E., FOR 328.11 FEET; (4) N.51°49'19"E., FOR 139.42 FEET; (5) N.24°16'00"E., FOR 152.64 FEET; (6) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 583.33 FEET, (DELTA 61°45'57") (CHORD BEARING N.16°22'51"W.), (CHORD 598.83 FEET) FOR 628.84 FEET; (7) N.16°20'51"E., FOR 224.85 FEET; (8) S.77°51'31"E., FOR 235.92 FEET; (9) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,343.95 FEET, (DELTA 23°59'35") (CHORD BEARING S.89°52'54"E.), (CHORD 558.69 FEET) FOR 562.79 FEET; (10) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 277.07 FEET, (DELTA 152°39'12") (CHORD BEARING N.02°47'26"W.), (CHORD 538.43 FEET) FOR 738.20 FEET; (11) N.83°42'10"W., FOR 233.19 FEET; (12) N.60°26'57"W., FOR 114.86 FEET; (13) N.00°51'17"W., FOR 442.84 FEET; THENCE N.62°45'03"E., DEPARTING SAID EASTERLY LINE, FOR 55.33 FEET; THENCE N.62°55'28"E., FOR 307.81 FEET; THENCE N.63°38'10"E., FOR 805.20 FEET TO THE POINT OF BEGINNING.

Prepared by and return to:
Edward P. Canterbury, Esq.
HENDERSON, FRANKLIN, STARNES & HOLT, P.A.
1715 Monroe Street
Fort Myers, FL 33901
239-344-1100
File Number: 23040-112.1 EPC

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Special Warranty Deed

This Special Warranty Deed made this 26th day of **December, 2022** between **Babcock Property Holdings, L.L.C.**, a Delaware limited liability company whose post office address is **42850 Crescent Loop, Suite 200, Babcock Ranch, FL 33982**, grantor, and **Lennar Homes, LLC**, a Florida limited liability company whose post office address is **10481 Six Mile Cypress Parkway, Fort Myers, FL 33966**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being Charlotte County, Florida, to-wit:

See Attached Exhibit "A".

Parcel Identification Numbers: 422609100001, 422610300001, 422615100001, 422616200001, 422617400001, 422620100001 and 422621100001.

This conveyance is subject to real estate taxes and assessments for 2023 and subsequent years; Babcock Ranch Community Independent Special District Assessments; zoning and use restrictions imposed by governmental authority; and restrictions, covenants, easements, reservations and limitations of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kathleen E. Valentine
 Witness Name: Kathleen E. Valentine
Shirley Nicoloff
 Witness Name: Shirley Nicoloff

Babcock Property Holdings, L.L.C., a Delaware limited liability company

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

State of Florida
 County of Charlotte

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of December, 2022, by Alfred P. Dougherty in his / her capacity as COO of Babcock Property Holdings, L.L.C., who ☒ is personally known or ☐ has produced a driver's license as identification.

[Notary Seal]



Kathleen Ellen Valentine
 Notary Public

Printed Name: Kathleen Ellen Valentine

My Commission Expires: 9/28/2024

Exhibit A

PARCEL 1:

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 9, 10, 15, 16, 17, 20, 21, & 22, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18; THENCE S.00°40'53"W., ALONG THE WEST LINE OF SAID SECTION, FOR 578.86 FEET; THENCE N.90°00'00"E., DEPARTING SAID LINE, FOR 11,701.49 FEET TO THE POINT OF BEGINNING; THENCE N.81°12'26"E., FOR 4,890.29 FEET TO A POINT ON THE EAST LINE OF PARCEL 1, AS RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, PUBLIC RECORDS, CHARLOTTE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING THREE (3) COURSES: (1) S.21°59'06"E., FOR 1,728.23 FEET; (2) S.55°42'26"W., FOR 195.73 FEET; (3) S.22°47'49"W., FOR 834.21 FEET; THENCE N.62°41'24"W., DEPARTING SAID EAST LINE, FOR 185.38 FEET; THENCE N.52°06'41"W., FOR 185.38 FEET; THENCE N.84°40'38"W., FOR 187.27 FEET; THENCE S.66°49'51"W., FOR 170.19 FEET; THENCE S.89°20'31"W., FOR 244.78 FEET; THENCE S.59°51'52"W., FOR 366.72 FEET; THENCE S.32°37'07"W., FOR 96.45 FEET; THENCE S.08°08'05"W., FOR 211.33 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 333.50 FEET, (DELTA 75°37'32") (CHORD BEARING S.40°49'55"E.), (CHORD 408.93 FEET) FOR 440.19 FEET; THENCE N.87°00'28"E., FOR 496.07 FEET; THENCE N.89°32'58"E., FOR 278.89 FEET TO THE SAID EAST LINE OF PARCEL 1; THENCE S.22°47'49"W., ALONG SAID EAST LINE, FOR 505.73 FEET; THENCE S.77°13'17"W., DEPARTING SAID EAST LINE, FOR 251.85 FEET; THENCE S.29°18'16"W., FOR 217.57 FEET; THENCE N.77°39'24"W., FOR 181.99 FEET; THENCE S.61°38'36"W., FOR 116.87 FEET; THENCE S.25°06'49"W., FOR 154.36 FEET; THENCE S.19°33'35"E., FOR 108.59 FEET; THENCE S.65°21'31"E., FOR 208.58 FEET; THENCE S.17°35'32"E., FOR 318.49 FEET TO THE SAID EAST LINE OF PARCEL 1; THENCE S.22°47'49"W., ALONG SAID EAST LINE, FOR 427.94 FEET; THENCE N.68°19'58"W., DEPARTING SAID EAST LINE, FOR 311.20 FEET; THENCE S.51°41'27"W., FOR 262.39 FEET; THENCE S.67°00'22"W., FOR 180.43 FEET; THENCE N.78°37'58"W., FOR 182.62 FEET; THENCE N.53°33'42"W., FOR 162.50 FEET; THENCE N.46°44'28"W., FOR 168.54 FEET; THENCE S.89°59'46"W., FOR 95.67 FEET; THENCE S.49°53'48"W., FOR 359.58 FEET; THENCE S.28°02'18"W., FOR 146.33 FEET; THENCE S.19°05'34"E., FOR 89.29 FEET; THENCE S.56°39'21"E., FOR 139.46 FEET; THENCE N.88°07'51"E., FOR 294.39 FEET; THENCE N.81°15'43"E., FOR 112.06 FEET; THENCE N.72°56'09"E., FOR 65.47 FEET; THENCE N.79°43'56"E., FOR 88.89 FEET; THENCE N.83°33'24"E., FOR 99.86 FEET; THENCE S.85°14'41"E., FOR 170.29 FEET; THENCE S.83°41'32"E., FOR 222.62 FEET; THENCE S.72°41'32"E., FOR 79.50 FEET; THENCE S.23°42'28"W., FOR 1,086.73 FEET; THENCE S.31°49'24"W., FOR 487.80 FEET; THENCE S.10°37'51"W., FOR 856.53 FEET; THENCE S.50°52'24"E., FOR 461.44 FEET; THENCE S.89°21'25"E., FOR 684.76 FEET; THENCE N.62°56'46"E., FOR 549.60 FEET; THENCE N.52°33'00"E., FOR 331.04 FEET; THENCE S.87°17'25"E., FOR 416.20 FEET; THENCE S.43°41'45"E., FOR 311.98 FEET; THENCE S.35°11'34"E., FOR 922.41 FEET; THENCE S.34°34'03"E., FOR 686.16 FEET; THENCE S.17°18'05"E., FOR 425.72 FEET; THENCE S.06°43'19"E., FOR 437.47 FEET; THENCE S.00°19'40"W., FOR 411.27 FEET; THENCE S.16°09'03"W., FOR 290.38 FEET; THENCE S.33°27'28"W., FOR 261.68 FEET; THENCE S.42°55'00"W., FOR 411.83 FEET; THENCE S.79°53'17"W., FOR 204.50 FEET; THENCE N.78°04'03"W., FOR 191.27 FEET; THENCE N.81°12'17"W., FOR 650.29 FEET; THENCE N.51°22'36"W., FOR 289.64 FEET; THENCE N.17°22'49"W., FOR 481.53 FEET; THENCE N.12°06'35"E., FOR 167.92 FEET; THENCE N.10°43'36"E., FOR 340.41 FEET; THENCE N.35°56'44"W., FOR 323.81 FEET; THENCE N.75°58'53"W., FOR 261.22 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 747.50 FEET, (DELTA 29°03'14") (CHORD BEARING N.70°16'37"W.), (CHORD 375.00 FEET) FOR 379.05 FEET; THENCE N.73°19'17"W., FOR 188.98 FEET; THENCE S.60°03'03"W., FOR 271.60 FEET; THENCE S.23°39'30"W., FOR 157.90 FEET; THENCE S.81°20'38"W., FOR 405.66 FEET; THENCE N.08°56'37"W., FOR 1.68 FEET; THENCE N.40°37'04"W., FOR 182.08 FEET; THENCE N.65°36'12"W., FOR 198.37 FEET; THENCE N.20°58'23"W., FOR 289.42 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 4,974.75 FEET, (DELTA 03°36'53") (CHORD BEARING N.42°54'39"W.), (CHORD 313.81 FEET) FOR 313.86 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 609.50 FEET, (DELTA 39°09'28") (CHORD BEARING N.79°20'53"W.), (CHORD 408.49 FEET) FOR 416.55 FEET; THENCE N.70°00'22"W., FOR 252.17 FEET; THENCE N.27°09'19"W., FOR 140.08 FEET; THENCE N.51°38'11"W., FOR 329.58 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 421.50 FEET, (DELTA 34°07'51") (CHORD BEARING N.48°38'32"W.), (CHORD 247.39 FEET) FOR 251.08 FEET; THENCE S.77°19'42"W., FOR 251.53 FEET; THENCE N.75°42'13"W., FOR 58.96 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00

Exhibit A

(Continued)

FEET, (DELTA 18°42'00") (CHORD BEARING N.85°03'14"W.), (CHORD 9.75 FEET) FOR 9.79 FEET; THENCE S.85°35'46"W., FOR 165.78 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, (DELTA 25°24'43") (CHORD BEARING S.72°53'24"W.), (CHORD 13.20 FEET) FOR 13.31 FEET; THENCE S.60°11'03"W., FOR 158.94 FEET; THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, (DELTA 55°12'18") (CHORD BEARING S.32°19'54"W.), (CHORD 28.03 FEET) FOR 29.17 FEET; THENCE S.04°28'45"W., FOR 63.26 FEET; THENCE S.51°01'40"W., FOR 141.96 FEET; THENCE N.82°19'45"W., FOR 155.79 FEET; THENCE N.72°30'24"W., FOR 164.90 FEET; THENCE N.80°25'21"W., FOR 47.43 FEET; THENCE N.00°17'33"E., FOR 50.92 FEET; THENCE N.38°20'26"W., FOR 699.39 FEET; THENCE N.42°41'01"W., FOR 114.49 FEET; THENCE N.59°25'50"W., FOR 214.80 FEET; THENCE N.63°05'48"W., FOR 168.83 FEET; THENCE S.85°38'44"W., FOR 163.29 FEET; THENCE S.69°54'51"W., FOR 185.39 FEET; THENCE S.73°29'37"W., FOR 266.68 FEET; THENCE S.86°38'08"W., FOR 253.74 FEET; THENCE N.69°05'13"W., FOR 361.56 FEET; THENCE N.30°07'54"W., FOR 335.54 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF MITIGATION AREA A-11 AS RECORDED IN OFFICIAL RECORDS BOOK 4390, PAGE 1487, SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING THIRTEEN (13) COURSES: (1) N.30°07'54"W., FOR 180.66 FEET; (2) N.04°17'11"W., FOR 388.52 FEET; (3) N.18°00'30"E., FOR 328.11 FEET; (4) N.51°49'19"E., FOR 139.42 FEET; (5) N.24°16'00"E., FOR 152.64 FEET; (6) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 583.33 FEET, (DELTA 61°45'57") (CHORD BEARING N.16°22'51"W.), (CHORD 598.83 FEET) FOR 628.84 FEET; (7) N.16°20'51"E., FOR 224.85 FEET; (8) S.77°51'31"E., FOR 235.92 FEET; (9) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,343.95 FEET, (DELTA 23°59'35") (CHORD BEARING S.89°52'54"E.), (CHORD 558.69 FEET) FOR 562.79 FEET; (10) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 277.07 FEET, (DELTA 152°39'12") (CHORD BEARING N.02°47'26"W.), (CHORD 538.43 FEET) FOR 738.20 FEET; (11) N.83°42'10"W., FOR 233.19 FEET; (12) N.60°26'57"W., FOR 114.86 FEET; (13) N.00°51'17"W., FOR 442.84 FEET; THENCE N.62°45'03"E., DEPARTING SAID EASTERLY LINE, FOR 55.33 FEET; THENCE N.62°55'28"E., FOR 307.81 FEET; THENCE N.63°38'10"E., FOR 805.20 FEET; THENCE N.28°09'14"W., FOR 1,272.65 FEET; THENCE N.69°51'03"E., FOR 924.77 FEET; THENCE S.43°36'34"E., FOR 389.82 FEET; THENCE N.70°03'37"E., FOR 297.14 FEET; THENCE N.06°35'10"E., FOR 116.99 FEET; THENCE N.71°59'01"E., FOR 206.99 FEET; THENCE N.12°51'59"W., FOR 1,719.68 FEET TO THE POINT OF BEGINNING.

LESS & EXCEPT THE FOLLOWING DESCRIBED LANDS:

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 15 & 16, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, THENCE S.00°40'53"W., ALONG THE WEST LINE OF SAID SECTION, FOR 578.86 FEET; THENCE N.90°00'00"E., DEPARTING SAID LINE, FOR 11,701.49 FEET; THENCE S.84°23'17"E., FOR 3,897.04 FEET TO THE POINT OF BEGINNING; THENCE N.41°20'44"E., FOR 46.05 FEET; THENCE S.76°16'18"E., FOR 39.34 FEET; THENCE S.43°30'37"E., FOR 39.41 FEET; THENCE N.31°47'29"W., FOR 22.96 FEET; THENCE N.52°03'46"E., FOR 91.78 FEET; THENCE N.71°28'13"E., FOR 55.86 FEET; THENCE N.31°44'32"E., FOR 126.36 FEET; THENCE N.65°46'00"E., FOR 70.68 FEET; THENCE S.55°03'42"E., FOR 154.20 FEET; THENCE S.51°32'59"E., FOR 105.59 FEET; THENCE S.21°00'03"E., FOR 117.23 FEET; THENCE S.04°46'31"E., FOR 163.75 FEET; THENCE S.73°47'50"W., FOR 148.27 FEET; THENCE S.17°31'27"W., FOR 34.67 FEET; THENCE S.63°21'02"W., FOR 61.99 FEET; THENCE S.85°45'00"W., FOR 82.08 FEET; THENCE S.65°11'05"W., FOR 66.70 FEET; THENCE S.75°54'54"W., FOR 104.37 FEET; THENCE N.68°47'28"W., FOR 108.01 FEET; THENCE N.27°16'47"W., FOR 156.25 FEET; THENCE N.76°16'57"E., FOR 55.83 FEET; THENCE N.28°54'28"W., FOR 68.12 FEET; THENCE N.00°57'29"W., FOR 110.67 FEET TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, WHEREIN SAID WEST LINE BEARS S00°40'53"W.

TITLE CERTIFICATION TUCKER'S COVE

Pavese Law Firm (as Agent/Title Company)

Plat Number:

Development Order Number:

Effective Date of Title Certification: December 30, 2023 at 5:00 PM

Certified To: Charlotte County Board of County Commissioners

I have searched the Public Records of Charlotte County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A." I have made a careful examination of the Public Records of Charlotte County, Florida, with respect to the real property described in attached Exhibit "A." Based on the foregoing, we hereby certify Record Title to the above described real property, as of the Effective Date of the Title Certification set forth above, is vested in:

Title to the property is vested in:

Lennar Homes, LLC, a Florida limited liability company, by virtue of that certain Special Warranty Deed recorded in recorded in Official Records Instrument No. 2022-3193530 and **Babcock Property Holdings LLC, a Delaware limited liability company** by virtue of that certain Corrective Special Warranty Deed recorded in Official Records Instrument No. 2023-3216909 and **LNR3 AIV, LLC, a Delaware limited liability company** by virtue of that certain Special Warranty Deed recorded in Official Records Instrument No. 2023-3227798, all of the Public Records of Charlotte County, Florida.

The following are all of those persons or entities holding a mortgage secured by the property:

None

All property taxes, due and owing, have been paid on the land described herein as of the date of this opinion.

The following are all easements and rights of way affecting the property to be platted, whether recorded or unrecorded:

1. Easements contained in the Community Charter for Babcock Ranch Residential Properties (restrictive covenants), as recorded in Official Records Book 4105, Page 15, as amended and restated in Official Records Book 4377, Page 1001, First Amendment recorded in Official Records

Book 4674, Page 349, Second Amended and Restated Community Charter record in Official Records Book 4966, Page 1167, First Amendment to Second Amended and Restated Charter recorded in Official Records Instrument No. 2023-3227763 and Second Amendment to Second Amended and Restated Community Charter for Babcock Ranch Residential Properties recorded in Official Records Instrument No. 2023-3348888 and Supplement thereto recorded in Official Records Instrument No. 2023-3349625 as may be further amended from time to time, all of the Public Records of Charlotte County, Florida.

2. Reservation and Grant of Access Easement recorded in Official Records Book 3011, Page 1939, Public Records of Charlotte County, Florida.
3. Grant of Utility Easement (Production Wells and Pipeline) recorded in Official Records Book 4034, Page 984, Public Records of Charlotte County, Florida.
4. Temporary Access Easement Agreement between Babcock Property Holdings, LLC and Lennar Homes recorded in Official Records Instrument No. 2022-3193535, Public Records of Charlotte County, Florida. (Note: this easement is for the benefit of the Property)
5. Passive Deed of Conservation Easement with Third Party Beneficiary Rights to FDEP recorded in Official Records Book 5022, Page 873, Public Records of Charlotte County, Florida.
6. Access Easement in favor of Babcock Property Holdings, LLC recorded in Official Records Instrument No. 2022-3193534, Public Records of Charlotte County, Florida.
7. Temporary Access Easement in favor of LNR3 AIV, LLC recorded in Official Records Instrument No. 2023-3227799, Public Records of Charlotte County, Florida.
8. Easement contained in Increment 1 of the DRI Incremental Development Order for the Babcock Ranch Community, as recorded in Official Records Book 3442, Page 326, as affected by Notice of Adoption of an Incremental Development Order recorded in Official Records Book 4346, Page 1436, as affected by Affidavit Regarding Utility Corridor within Babcock Ranch, recorded in Official Records Instrument No. 2022-3193529, all of the Public Records of Charlotte County, Florida.

All Recording references are to the public records of Charlotte County, Florida.

Note, this is not a certification of ownership of any oil, gas, and mineral rights or interests.

This certification is provided pursuant to the requirements of § 177.041, Florida Statute, for the uses and purposes specifically stated therein and is not to be used as the basis for the issuance of a title insurance commitment or policy. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

By:

Charles Mann
Partner

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to be 'C. Mann'.

EXHIBIT "A"

PROPERTY DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 9, 10, 15, 16, 17, 20, & 21, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 18, SOUTH $00^{\circ}40'53''$ WEST, A DISTANCE OF 594.19 FEET; THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 11,602.60 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE NORTH $81^{\circ}12'26''$ EAST, A DISTANCE OF 4,990.54 FEET TO A POINT OF INTERSECTION WITH THE EAST BOUNDARY OF PARCEL 1, RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY FOR THE FOLLOWING THREE (3) COURSES AND DISTANCES, 1) SOUTH $21^{\circ}59'06''$ EAST, A DISTANCE OF 1,728.23 FEET; 2) SOUTH $55^{\circ}42'26''$ WEST, A DISTANCE OF 195.73 FEET; 3) SOUTH $22^{\circ}47'49''$ WEST, A DISTANCE OF 3,399.39 FEET; THENCE NORTH $68^{\circ}19'58''$ WEST, DEPARTING SAID EAST BOUNDARY, A DISTANCE OF 311.20 FEET; THENCE SOUTH $51^{\circ}41'27''$ WEST, A DISTANCE OF 262.39 FEET; THENCE SOUTH $67^{\circ}00'22''$ WEST, A DISTANCE OF 180.43 FEET; THENCE NORTH $78^{\circ}37'58''$ WEST, A DISTANCE OF 182.62 FEET; THENCE NORTH $53^{\circ}33'42''$ WEST, A DISTANCE OF 162.50 FEET; THENCE NORTH $46^{\circ}44'28''$ WEST, A DISTANCE OF 168.54 FEET; THENCE SOUTH $89^{\circ}59'46''$ WEST, A DISTANCE OF 95.67 FEET; THENCE SOUTH $49^{\circ}53'48''$ WEST, A DISTANCE OF 59.91 FEET; THENCE NORTH $40^{\circ}06'12''$ WEST, A DISTANCE OF 32.83 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE WESTERLY 617.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF $66^{\circ}07'26''$, (CHORD BEARING SOUTH $77^{\circ}41'34''$ WEST, A DISTANCE OF 583.73 FEET); THENCE NORTH $69^{\circ}14'44''$ WEST, A DISTANCE OF 496.39 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 268.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF $44^{\circ}38'06''$, (CHORD BEARING SOUTH $88^{\circ}26'14''$ WEST, A DISTANCE OF 262.02 FEET); THENCE SOUTH $66^{\circ}07'11''$ WEST, A DISTANCE OF 330.71 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 189.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF $22^{\circ}52'18''$, (CHORD BEARING SOUTH $54^{\circ}41'02''$ WEST, A DISTANCE OF 188.36 FEET); THENCE SOUTH $43^{\circ}14'53''$ WEST, A DISTANCE OF 523.44 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 72.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF $103^{\circ}38'46''$, (CHORD BEARING SOUTH $62^{\circ}35'50''$ EAST, A DISTANCE OF 62.89 FEET); THENCE SOUTH $10^{\circ}46'27''$ EAST, A DISTANCE OF 223.55 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 14.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $16^{\circ}29'25''$, (CHORD BEARING SOUTH $19^{\circ}01'10''$ EAST, A DISTANCE OF 14.34 FEET); THENCE SOUTH $27^{\circ}15'52''$ EAST, A DISTANCE OF 133.90 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE

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SOUTHERLY 76.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 43°40'16", (CHORD BEARING SOUTH 05°25'44" EAST, A DISTANCE OF 74.39 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHERLY 991.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,249.45 FEET, A CENTRAL ANGLE OF 17°29'19", (CHORD BEARING SOUTH 22°09'33" WEST, A DISTANCE OF 988.00 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHERLY 37.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 93.25 FEET, A CENTRAL ANGLE OF 23°15'00", (CHORD BEARING SOUTH 16°17'04" WEST, A DISTANCE OF 37.58 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 113.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 32°29'20", (CHORD BEARING SOUTH 20°54'14" WEST, A DISTANCE OF 111.89 FEET); THENCE SOUTH 37°08'54" WEST, A DISTANCE OF 38.11 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 127.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 72°52'47", (CHORD BEARING SOUTH 73°35'18" WEST, A DISTANCE OF 118.80 FEET); THENCE SOUTH 06°29'05" EAST, A DISTANCE OF 121.68 FEET; THENCE SOUTH 83°30'55" WEST, A DISTANCE OF 13.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 22.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°34'24", (CHORD BEARING SOUTH 57°13'43" WEST, A DISTANCE OF 22.14 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 92.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 117.00 FEET, A CENTRAL ANGLE OF 45°25'30", (CHORD BEARING SOUTH 53°39'16" WEST, A DISTANCE OF 90.35 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 50.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 52°22'37", (CHORD BEARING SOUTH 50°10'43" WEST, A DISTANCE OF 48.55 FEET); THENCE SOUTH 23°59'25" WEST, A DISTANCE OF 371.26 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 333.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 67°01'20", (CHORD BEARING SOUTH 09°31'15" EAST, A DISTANCE OF 314.70 FEET); TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 458.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 40°26'58", (CHORD BEARING SOUTH 22°48'26" EAST, A DISTANCE OF 449.41 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE SOUTHERLY 265.54 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,050.00 FEET, A CENTRAL ANGLE OF 04°59'18", (CHORD BEARING SOUTH 00°05'18" EAST, A DISTANCE OF 265.46 FEET); THENCE NORTH 72°30'24" WEST, A DISTANCE OF 110.49 FEET; THENCE NORTH 80°25'21" WEST, A DISTANCE OF 47.43 FEET; THENCE NORTH 00°17'33" EAST, A DISTANCE OF 50.92 FEET; THENCE NORTH 38°20'26" WEST, ALONG THE EASTERLY PROLONGATION OF THE NORTH BOUNDARY AND THE NORTH BOUNDARY OF MITIGATION AREA 12-A AS RECORDED IN OFFICIAL RECORDS BOOK 4911, PAGE 987, SAID PUBLIC RECORDS, A DISTANCE OF 699.39 FEET; THENCE CONTINUE ALONG THE NORTH BOUNDARY OF SAID MITIGATION AREA 12-A FOR THE FOLLOWING EIGHT (8) COURSES AND DISTANCES 1) NORTH 42°41'01" WEST, A DISTANCE OF 114.49 FEET; 2) NORTH 59°25'50" WEST, A DISTANCE OF 214.80 FEET; 3) NORTH 63°05'48" WEST, A DISTANCE OF 168.83 FEET; 4) SOUTH 85°38'44" WEST, A DISTANCE OF 165.29 FEET; 5) SOUTH 69°54'51" WEST, A DISTANCE OF 185.39 FEET; 6)

TUCKER'S COVE

SOUTH 73°29'37" WEST, A DISTANCE OF 266.68 FEET; 7) SOUTH 86°38'08" WEST, A DISTANCE OF 253.74 FEET; 8) NORTH 69°05'13" WEST, A DISTANCE OF 361.56 FEET; THENCE NORTH 30°07'54" WEST, ALONG NORTH BOUNDARY, THE WESTERLY PROLONGATION OF THE NORTH BOUNDARY OF SAID MITIGATION AREA 12-A AND THE EASTERLY BOUNDARY OF MITIGATION AREA A-11 AS RECORDED IN OFFICIAL RECORDS BOOK 4390, PAGE 1487, SAID PUBLIC RECORDS, A DISTANCE OF 516.20 FEET; THENCE CONTINUE ALONG SAID EASTERLY BOUNDARY FOR THE FOLLOWING TWELVE (12) COURSES AND DISTANCES 1) NORTH 04°17'11" WEST, A DISTANCE OF 388.52 FEET; 2) NORTH 18°00'30" EAST, A DISTANCE OF 328.11 FEET; 3) NORTH 51°49'19" EAST, A DISTANCE OF 139.42 FEET; 4) NORTH 24°16'00" EAST, A DISTANCE OF 152.64 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 5) NORTHERLY 628.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 583.33 FEET, A CENTRAL ANGLE OF 61°45'57", (CHORD BEARING NORTH 16°22'51" WEST, A DISTANCE OF 598.83 FEET); 6) NORTH 16°20'51" EAST, A DISTANCE OF 224.85 FEET; 7) SOUTH 77°51'31" EAST, A DISTANCE OF 235.92 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 8) EASTERLY 562.79 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,343.95 FEET, A CENTRAL ANGLE OF 23°59'35", (CHORD BEARING SOUTH 89°52'54" EAST, A DISTANCE OF 558.69 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; 9) NORTHERLY 738.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 277.07 FEET, A CENTRAL ANGLE OF 152°39'12", (CHORD BEARING NORTH 02°47'26" WEST, A DISTANCE OF 538.43 FEET); 10) NORTH 83°42'10" WEST, A DISTANCE OF 233.19 FEET; 11) NORTH 60°26'57" WEST, A DISTANCE OF 114.86 FEET; 12) NORTH 00°51'17" WEST, A DISTANCE OF 554.48 FEET TO A POINT OF INTERSECTION WITH THE WEST BOUNDARY OF SAID PARCEL 1 AS RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, SAID PUBLIC RECORDS; THENCE ALONG THE BOUNDARY OF SAID PARCEL 1 THE FOLLOWING SIX (6) COURSES AND DISTANCES, 1) NORTH 62°45'03" EAST, A DISTANCE OF 1,016.83 FEET; 2) NORTH 28°10'55" WEST, A DISTANCE OF 1,272.60 FEET; 3) NORTH 69°50'23" EAST, A DISTANCE OF 1,104.27 FEET; 4) SOUTH 45°00'57" EAST, A DISTANCE OF 266.60 FEET; 5) NORTH 71°59'01" EAST, A DISTANCE OF 448.53 FEET; 6) NORTH 12°51'59" WEST, A DISTANCE OF 1,635.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 723.41 ACRES, MORE OR LESS.

School Board of Charlotte County
1016 Education Ave.
Punta Gorda, FL 33950
Phone 941-575-5400



Date & Time Received Gov't:

10/10/2023 1:00pm

Date & Time Received CCPS:

SCHOOL IMPACT ANALYSIS FOR CONCURRENCY

Name of Applicant: LENNAR HOMES LLC

Address: 10481 SIX MILE CYPRESS PKWY

Phone: 239-278-1177

Contact Person: ZANE ZEIDAN

Phone: 239-931-4784

Name of Development: Tucker's Cove # of Phases Proposed: 4

Property Address or Street Name: 14975 White Pearl Road, Babcock Ranch, 33982

Legal Description of Property (Use Additional Sheet if Necessary): See attached.

Parcel ID / Account # 422616200006 & 422616200005

Lot # _____ Block: _____ Section: 9, 10, 15, 16, 17, 20, & 21

Total Land Size: 29,545,441 Sq. feet 678.27 acres

Existing Land Use: Pasture / Agg. Existing Zoning: BOZD

Units per acre allowed: 16 Units developed per acre: 0.97

Below is the Student Generation Multiplier Factors for Charlotte County, included in the current Interlocal Agreement, which is used to calculate a project's impact. This multiplier is being provided as a means for this process to be transparent.

Notice: Once the application for development approval is deemed sufficient by the Local Government, the Local Government will forward the SIA to the School Board of Charlotte County for processing and review at the above address. Processing/review may take up to 20 days to complete.

This form is subject to revision without notice at any time.

Student Generation Multiplier Factors for Charlotte County Public Schools

Number of units	Elementary (K-5)		Middle (6-8)		High (9-12)	
	Multiplier	Students Generated	Multiplier	Students Generated	Multiplier	Students Generated
657	x0.065=	42.7	x0.036=	23.7	x0.051=	33.5

City/County Use Only: File # DRC-23-00168

☒ Approved - Sufficient to forward to the School Board of Charlotte County.

☐ Denied -

By: Maryann Frank

Date: 10/13/2023

Revised: July 13, 2016

RECEIPT

DATE 10/5/2023No. 037913

RECEIVED FROM

Kimley Horn\$1000⁰⁰One Thousand ⁰⁰/₁₀₀

DOLLARS

☐ FOR RENT☐ FORBCL Tucker's Cove STA Fee

ACCOUNT	<u>1000⁰⁰</u>
PAYMENT	<u>1000⁰⁰</u>
BAL. DUE	<u>0</u>

☐ CASH☒ CHECK☐ MONEY☐ ORDER☐ CREDIT☐ CARD

FROM _____

TO _____

BY

(Signature)

3-11

**Vickie L. Potts****CHARLOTTE COUNTY TAX COLLECTOR**County Administration Building
18500 Murdock Circle
Port Charlotte, FL 33948-1075REAL ESTATE
Property Address
Legal Description

10007289803

UNKNOWN

ZZZ 154226 P1 15-42-26 PARCEL 1 76.71 AC. M/L AKA PARTIAL
AREA 6 RES2680/1365 30

See Additional Legal on Tax Roll

CHARLOTTE COUNTY**2022 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments****WALK-IN CUSTOMERS
PLEASE BRING THIS ENTIRE NOTICE**BABCOCK PROPERTY HOLDINGS LLC
4500 PGA BLVD
STE 400
PALM BEACH GARDENS, FL 33418**Parcel ID:** 422615100001**Tax District:** 206

If Postmarked By	Dec 07, 2022				
Please Pay	\$0.00				

Ad Valorem Taxes

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
CHARLOTTE COUNTY	941-743-1551	6.16870	17,682	0	17,682	109.07
LAW ENFORCEMENT	941-743-1551	2.42320	17,682	0	17,682	42.85
WEST COAST INLAND NAVIGATION	941-485-9402	0.03940	17,682	0	17,682	0.70
ENVIRONMENTALLY SENSITIVE LANDS	941-743-1551	0.20000	17,682	0	17,682	3.54
CHARLOTTE COUNTY SCHOOL BOARD	941-255-0808	6.55400	17,682	0	17,682	115.89
SOUTH FL WATER MANAGEMENT	561-686-8800	0.23010	17,682	0	17,682	4.07

TOTAL MILLAGE RATE 15.61540**TOTAL TAXES:** \$276.12**Non-Ad Valorem Assessments**

LEVYING AUTHORITY	TELEPHONE	RATE (\$ per unit)	AMOUNT
BABCOCK RANCH CSID DEBT SERVICE	877-276-0889	VARIES	0.00
BABCOCK RANCH CSID OPERATION & MAINTENANCE	877-276-0889	VARIES	0.00
BABCOCK RANCH CSID SOLID WASTE	877-276-0889	VARIES	0.00

TOTAL ASSESSMENTS: \$0.00**TOTAL COMBINED TAXES AND ASSESSMENTS:** \$276.12For additional information please see reverse side * Save Time - Pay Online at <http://taxcollector.charlottecountyfl.gov> * Email: taxcollector@charlottecountyfl.gov**CHARLOTTE COUNTY**

10007289803

2022 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments**Make checks payable to:** Charlotte County Tax CollectorCANADIAN & FOREIGN CHECKS MUST BE PAYABLE IN U.S. FUNDS
& DRAWN ON A U.S. BANK *DO NOT SEND CASH***Mail Payments to:** 18500 Murdock Circle
Port Charlotte FL 33948
Telephone: 941-743-1350**Parcel ID:** 422615100001**Owner Information:** BABCOCK PROPERTY HOLDINGS LLC
4500 PGA BLVD
STE 400
PALM BEACH GARDENS, FL 33418**Property Address:** UNKNOWN

I am paying the following amount indicated.*

☐ Dec 07, 2022 \$0.00
☐
☐
☐
☐

UPON DELINQUENCY - ADD 3%.

Notice: Failure to pay the amounts due will result in Advertising
and a Tax Certificate being issued against the property.*****PLEASE DO NOT WRITE BELOW THIS AREA*****

12/01/2022

Receipt # 776-00000741

\$265.08 Paid

PLEASE RETAIN TOP PORTION FOR YOUR RECORDS

RETURN THIS PORTION WITH PAYMENT

**Vickie L. Potts****CHARLOTTE COUNTY TAX COLLECTOR**County Administration Building
18500 Murdock Circle
Port Charlotte, FL 33948-1075REAL ESTATE
Property Address
Legal Description

10007289804

UNKNOWN

ZZZ 164226 P1 16-42-26 PARCEL 1 578.95 AC. M/L AKA PARTIAL
AREA 6 RES2680/1365 3
See Additional Legal on Tax Roll**CHARLOTTE COUNTY****2022 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments****WALK-IN CUSTOMERS
PLEASE BRING THIS ENTIRE NOTICE**BABCOCK PROPERTY HOLDINGS LLC
4500 PGA BLVD
STE 400
PALM BEACH GARDENS, FL 33418**Parcel ID:** 422616200001**Tax District:** 206

If Postmarked By	Dec 07, 2022				
Please Pay	\$0.00				

Ad Valorem Taxes

TAXING AUTHORITY	TELEPHONE	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
CHARLOTTE COUNTY	941-743-1551	6.16870	154,443	0	154,443	952.71
LAW ENFORCEMENT	941-743-1551	2.42320	154,443	0	154,443	374.25
WEST COAST INLAND NAVIGATION	941-485-9402	0.03940	154,443	0	154,443	6.09
ENVIRONMENTALLY SENSITIVE LANDS	941-743-1551	0.20000	154,443	0	154,443	30.89
CHARLOTTE COUNTY SCHOOL BOARD	941-255-0808	6.55400	154,443	0	154,443	1,012.22
SOUTH FL WATER MANAGEMENT	561-686-8800	0.23010	154,443	0	154,443	35.54

TOTAL MILLAGE RATE 15.61540**TOTAL TAXES:** \$2,411.70**Non-Ad Valorem Assessments**

LEVYING AUTHORITY	TELEPHONE	RATE (\$ per unit)	AMOUNT
BABCOCK RANCH CSID DEBT SERVICE	877-276-0889	VARIES	0.00
BABCOCK RANCH CSID OPERATION & MAINTENANCE	877-276-0889	VARIES	0.00
BABCOCK RANCH CSID SOLID WASTE	877-276-0889	VARIES	0.00

TOTAL ASSESSMENTS: \$0.00**TOTAL COMBINED TAXES AND ASSESSMENTS:** \$2,411.70For additional information please see reverse side * Save Time - Pay Online at <http://taxcollector.charlottecountyfl.gov> * Email: taxcollector@charlottecountyfl.gov**CHARLOTTE COUNTY**

10007289804

2022 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments**Make checks payable to:** Charlotte County Tax CollectorCANADIAN & FOREIGN CHECKS MUST BE PAYABLE IN U.S. FUNDS
& DRAWN ON A U.S. BANK *DO NOT SEND CASH***Mail Payments to:** 18500 Murdock Circle
Port Charlotte FL 33948
Telephone: 941-743-1350**Parcel ID:** 422616200001
Owner Information: BABCOCK PROPERTY HOLDINGS LLC
4500 PGA BLVD
STE 400
PALM BEACH GARDENS, FL 33418
Property Address: UNKNOWN

I am paying the following amount indicated.*

☐ Dec 07, 2022 \$0.00☐
☐
☐
☐

UPON DELINQUENCY - ADD 3%.

Notice: Failure to pay the amounts due will result in Advertising
and a Tax Certificate being issued against the property.*****PLEASE DO NOT WRITE BELOW THIS AREA*****

12/01/2022

Receipt # 776-00000741

\$2,315.23 Paid

Instrument prepared by:
Charles Mann, Esq.
Pavese Law Firm
1833 Hendry Street
Fort Myers, Florida 33901
Phone: (239) 334-2195

**MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
TUCKER'S COVE**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TUCKER'S COVE ("Master Declaration") is made this ____ day of _____, 20____, by Lennar Homes, LLC, a Florida limited liability company ("Declarant"), for itself and its successors, grantees, and assigns.

WITNESSETH:

WHEREAS, Declarant owns certain real property located in Charlotte County, Florida. The Declarant intends to create thereon a community of single-family homes, multi-family structures, and related common facilities and other improvements to be known as Tucker's Cove; and

WHEREAS, the real property that is intended to be developed as Tucker's Cove ("Lands") is described in Exhibit "A" to this Master Declaration, as it may be amended from time to time; and

WHEREAS, Declarant desires to promote the general health, safety, and welfare of residents, provide for the maintenance of the Lands comprising Tucker's Cove and the improvements thereon, and to provide for preservation of the property values, and to this end desires to subject the real property to the protective covenants, conditions, restrictions, and other provisions hereinafter set forth; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Tucker's Cove Master Property Owners Association, Inc., a Florida corporation not-for-profit ("Master Association"), has been incorporated; and

NOW THEREFORE, the Declarant, and any other person owning an interest in the subject property who at any time consents to or joins in the making of this Master Declaration, hereby declares that the real property described in Exhibit "A" hereto is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the provisions of this Master Declaration, which shall run with the land and be binding on all parties having any right, title, or interest in the real property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. Nothing herein contained, and no violation of these master covenants, conditions, and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Master Declaration.

1. DEFINITIONS. The following definitions shall apply to the terms used in this Master Declaration and its recorded Exhibits, unless the context clearly requires another meaning:

1.1 "Architectural Review Committee" or "ARC" means the committee described in Article 6 of this Master Declaration.

1.2 “Assessment” or “Assessments” means a share of the funds required for the payment of the expenses of the Master Association that from time to time are assessed against the Members, including without limitation annual assessments and special assessments, as authorized by Article 9 of this Master Declaration.

1.3 “Babcock Ranch” means that mixed-used community located in Charlotte and Lee Counties, Florida, and a master development of regional impact identified in that Master DRI Development Order approved by the Charlotte County Board of County Commissioners as the Babcock Ranch Community Master Development of Regional Impact.

1.4 “Board” or “Board of Directors” means the Board of Directors of Tucker’s Cove Master Property Owners Association, Inc.

1.5 “Builder” means any person or entity that purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person or entity’s business, provided that the Declarant shall designate the status of “Builder” and assign the rights of such Builder in a written instrument. The Owner of a Lot shall not, solely by virtue of having purchased a Lot, be deemed a Builder or a successor or assignee of the development rights of a Builder, or of the Declarant for the purposes of this Section 1.5, unless an instrument of assignment or conveyance expressly so states.

1.6 “Common Areas” means any and all real property and improvements within Tucker’s Cove owned by, leased to, or dedicated to the Master Association for the use and benefit of its Members. Common Areas shall include those areas dedicated to the Master Association on the various recorded subdivision plats.

1.7 “Community Association” means the Babcock Ranch Residential Association, Inc., a Florida not for profit corporation, and its successors and assigns. The Community Association is the operational entity responsible for certain obligations and duties prescribed in the Residential Charter and the exhibits attached thereto, as well as any rules and regulations duly promulgated by the Community Association.

1.8 “Community Development Standards and Design Guidelines” means the standards of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standards may be more specifically determined by Declarant so long as Declarant owns any portion of the Properties. The Community Development Standards and Design Guidelines of the Master Association are attached as **Exhibit “D”** as they may be amended from time to time.

1.9 “County” or “the County” means Charlotte County, Florida.

1.10 “Declarant” means Lennar Homes, LLC, a Florida limited liability company, its successors, grantees or assigns or any other entity to which the Declarant specifically assigns any or all of the development rights it may have under this Master Declaration to develop part or all of Tucker’s Cove.

1.11 “Family” means a) one natural person; b) two or more natural persons, each of whom are related to each other by blood, marriage, or adoption, and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit; or c) not more than two natural persons who are not related to each other by blood or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying Family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying Family unit, no change in persons so constituting the qualifying Family unit may be made except for one time

in any calendar year and no more than three times in any constituent partner's lifetime, but in all events, such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological and adopted children or stepchildren of only one person shall be entitled to Common Area privileges if they meet all of the following conditions: (a) said child or children are age 21 or younger; (b) such child or children are not married or co-habiting with any third party; (c) said children do not have custodial children of their own (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a Family as described above, or is owned by an entity that is not a natural person, the Owner shall be required to select and designate one type of Family as defined above to utilize the membership. The Association may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.

1.12 “Founder” means Babcock Property Holdings, LLC, a Delaware limited liability company, its successors, grantees, or assigns, the developer of Babcock Ranch pursuant to the Residential Charter.

1.13 “Governing Documents” means this Master Declaration, the Articles of Incorporation, and the Bylaws of the Master Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority listed herein.

1.14 “Guest” means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.15 “Institutional Mortgagee” means:

(A) A lending institution having a first mortgage lien upon a Lot, Living Unit, tract, or parcel, including any of the following institutions: a federal or state savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company.

(B) A governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing, or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit.

(C) The Declarant and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, develop, or construct improvements upon the Properties and who have a mortgage lien on all or a portion of the Properties securing such loan. An “Institutional Mortgage” is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.16 “ISD” shall mean and refers to Babcock Ranch Community Independent Special District, a special taxing district created pursuant to Chapter 2007-306, Laws of Florida, as may be further amended, either as a geographic area or as a political subdivision and government of the State of Florida, as the context requires.

1.17 “ISD Property” means any and all real property and improvements that the ISD either owns, contracts, operates, administers, or has jurisdiction over, or any combination of the foregoing, or

otherwise administers pursuant to its responsibilities under Chapter 189, Florida Statutes, and the documents establishing the ISD. The term “ISD Property” shall include systems, facilities, and services that the ISD may acquire, construct, maintain, and finance over the years (which constitute projects or infrastructure improvements) that may or may not be owned by the ISD.

1.18 “Lands” means the land described in **Exhibit “A”** to this Master Declaration, as it may be amended from time to time.

1.19 “Lease” when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

1.20 “Living Unit” or “Unit” means any residential structure, including a single family detached or attached dwelling unit and a Villa Unit, located within Tucker’s Cove and intended for use by one family as their place of residence. If a Living Unit is a free-standing or Villa Unit located on a Lot, the use of the term “Living Unit,” “Unit,” or “Villa Unit” shall be interpreted as if the term was followed immediately by the words “and the Lot on which it is located.”

1.21 “Lot” means one or more of the platted portions of land into which parts of Tucker’s Cove have been subdivided, upon each of which a single Living Unit has been, or is intended to be, constructed. It is synonymous with the word “parcel” as used in Section 720, Florida Statutes. Unless the context clearly requires a different interpretation, the term “Lot” shall be interpreted as if it were followed by the words “and the Living Unit constructed thereon.”

1.22 “Master Association” means the Tucker’s Cove Master Property Owners Association, Inc., a Florida not-for-profit corporation organized pursuant to Chapters 617 and 720, Florida Statutes, to administer certain common and designated functions for or pertaining to Tucker’s Cove pursuant to this Master Declaration.

1.23 “Master Declaration” means this instrument, entitled “Master Declaration of Covenants, Conditions, and Restrictions for Tucker’s Cove” as may be amended and supplemented from time to time.

1.24 “Member” means a person who is entitled to membership in the Association, as provided in Article 2 of the Bylaws. Membership is mandatory for the Owners of all Lots or Living Units.

1.25 “Neighborhood” means a condominium, a group of single family homes, coach homes, townhomes, or villas, or any other residential sub-area development within Tucker’s Cove designated as such, where all the Lots and Living Units are part of the Neighborhood Association or where such residential subdivision of a designated area has been designated as a neighborhood by the Declarant.

1.26 “Neighborhood Association” means a condominium association, an incorporated owners association as defined in Section 720, Florida Statutes, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.27 “Neighborhood Common Areas” means that real property, including any improvements thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

1.28 “Neighborhood Documents” means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific

Neighborhoods to the exclusion of all others, including the recorded articles of incorporation and bylaws of the Neighborhood Association, all as amended from time to time.

1.29 “Occupy” when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An “**Occupant**” is one who occupies a Living Unit other than the Owner or his Family (as defined above).

1.30 “Owner” means the record owner of legal title to any Lot or Living Unit.

1.31 “Properties” means all real property comprising Tucker’s Cove, and the improvements thereon.

1.32 “Residential Charter” means that certain Community Charter for Babcock Ranch Residential Properties, as recorded at Instrument Number 2453865 of the Official Records of Charlotte County, Florida, as has been or may be amended from time to time.

1.33 “Service Assessment” means a charge against one or more Lots or Living Units for any service, material, or combination thereof that may be provided by the Master Association for the use and benefit of the Owners on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of the Owners accepting or receiving such material or service shall be a Service Assessment against the Lots or Living Units so benefited. An Owner is deemed to have agreed to such Assessment by the act of subscribing to, requesting, or accepting the material or service.

1.34 “SFWMD” means South Florida Water Management District.

1.35 “Structure” means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words “or part thereof.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.36 “Supplement to the Residential Charter” means that certain Supplement to the Community Charter for Babcock Ranch Residential Properties (_____) recorded at Instrument Number _____ of the Official Records of Charlotte County, Florida, as may be amended from time to time.

1.37 “Town Center” means those amenities and facilities as contemplated under Article 2 of this Master Declaration.

1.38 “Town Center Declaration” means the Town Center Declaration for Tucker’s Cove, as recorded in the Official Records of Charlotte County, Florida, subsequent to this Master Declaration, as may be amended from time to time.

1.39 “Town Center Owner” means the owner of the Town Center at Tucker’s Cove.

1.40 “Town Center Property” means that certain real property owned in fee by the Town Center Owner and containing the Town Center, as more specifically described in **Exhibit “A-1”** attached hereto and made a part hereof. The initial owner of the Town Center Property shall be _____, but in the future ownership may be transferred in accordance with Section 9.20 of the Town Center

Declaration. The Town Center Property is not subject to the terms and conditions of this Master Declaration except and to the specific extent described hereinafter.

1.41 “Tucker’s Cove” is the name of the development.

1.42 “Villa Units” means the attached Units or Living Units that are not condominium units. The term Villa Units is used herein in the context of provisions that relate specifically to Units that are villas, as opposed to Units and Living Units generally.

1.43 “Voting Interests” means the arrangement established in Article 2 of the Bylaws of the Master Association by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Master Association whenever a vote of the Owners is permitted or required as to any Master Association business.

2. GENERAL DEVELOPMENT PLAN. Tucker’s Cove is a Planned Unit Development (“PUD”). The primary development objective is the construction and development of approximately 2,120 single family and multiple family dwelling units with various common facilities and other improvements. However, the exact number of dwelling units contained within Tucker’s Cove is subject to change.

The general plan of development for Tucker’s Cove includes the Town Center, which is proposed at present to include a clubhouse with a variety of use and related areas, certain swimming pool facilities, and various outdoor activity areas. Declarant shall have the right and authority, in its sole discretion, to determine the features and facilities to be contained in the Town Center, and Declarant shall have no obligation to construct any or all of the features and facilities referred to above as being proposed.

The Town Center is not a portion of the Properties, and shall not be subject to the terms of this Master Declaration, except as otherwise specifically provided herein.

The Town Center facilities shall be owned by the Town Center Owner or some other entity, and every Owner shall be permitted to utilize the Town Center facilities and shall be obligated to pay for such usage (regardless of whether or not actually used) pursuant to the Town Center Declaration. It should be noted that the Town Center Owner has the right, in its sole discretion, to permit individuals other than Owners to utilize the Town Center, as provided further in the Town Center Declaration. Membership in the Master Association does not, by itself, include any rights of use of the Town Center; provided, however, that every Owner shall have the rights and obligations with respect to the Town Center as set forth in the Town Center Declaration.

The use of the Town Center may result in an increase in the number of persons using the roads and the parking facilities in Tucker’s Cove.

In addition to the easements contained herein, Declarant hereby reserves unto itself and the Town Center Owner and their respective successors and assigns and also the right to unilaterally grant over, across and through the Properties any non-exclusive easements which may be required for the use, operation and enjoyment of the Town Center.

The Town Center Owner shall have the right to provide from time to time rules and regulations governing the use and operation of the Town Center. As a means of simplifying payment of “Town Center Fees and Charges” (as defined in the Town Center Declaration) by Owners, the Master Association shall be permitted to collect monies due and owing to the Town Center Owner under the Town Center Declaration, provided that a contractual arrangement is entered into between the Town Center Owner and the Master Association, which specifies the terms and provisions for such collection (and such agreement

shall specifically provide that the Master Association shall have no obligation to enforce collection of such monies and is only collecting Town Center Fees and Charges as a matter of convenience).

2.1 Renderings, Plans, and Models. From time to time, Declarant and others may present to the public certain renderings, plans and models showing possible future development of Tucker's Cove. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in Tucker's Cove will actually be developed. Any such renderings, plans or models are primarily schematic, and in no way represent a guaranteed final development plan.

2.2 Right to Use Common Areas. The non-exclusive right to use the Common Areas shall be appurtenant to and shall run with each Owner's membership in the Master Association, subject to this Master Declaration and its recorded Exhibits. The Master Association has the right to enter into agreements with other entities for the maintenance and operation of the Common Areas and ISD Property.

2.3 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of this Master Declaration shall apply not only to the Members, and persons to whom an Owner has delegated his right of use in and to the Common Areas, but also to any other person occupying an Owner's Living Unit under lease from the Owner, or by permission or invitation, expressed or implied, of the Owner or his tenants, licensees, invitees or Guests. Failure of an Owner to notify any person of the existence of the easements, covenants, conditions, restrictions, and other provisions of this Master Declaration shall not in any way act to limit or divest the right of Declarant or the Master Association of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or Guests, and by the Guests, licensees, and invitees of his tenants at any time. However, nothing in this Section 2.3 shall be deemed to authorize the lease or use of a Living Unit or Common Areas by other persons.

2.4 Members' Rights and Easements.

(A) Every Member of the Master Association shall have a non-exclusive right and easement for access to and the use and enjoyment of the Common Areas. The right and easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit subject to any limitation set forth in this Master Declaration, including, without limitation:

(1) The right of the Master Association to determine the annual and special Assessments to be paid by the Members.

(2) The right of the Master Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

(3) The right of the Master Association to grant easements over, across or through the Common Areas or any part thereof.

(4) The right of the Master Association to borrow money for the accomplishment of its purposes of improving the Common Areas, and in aid thereof, to mortgage Common Areas.

(5) The right to take such steps as are reasonably necessary to protect Common Areas against foreclosure.

(6) The right to enforce the Articles of Incorporation and Bylaws of the Master Association, and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association.

(7) The right of the Master Association to charge use fees or membership fees.

(8) The right of the Master Association to assist the ISD in enforcing its rules and regulations.

(B) Delegation of Rights. Each Owner may temporarily delegate his right of use in and to the Common Areas to his non-resident guests (if the guests are accompanied by the Owner) or to tenants who reside in the Living Unit of the Owner, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Governing Documents. Each Owner of a Living Unit shall be financially and legally responsible for the actions of any person to whom the Owner has delegated his right to use the Common Areas.

2.5 Conveyance and Use.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Master Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members of the Master Association.

(B) The Declarant may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Master Association must accept such property. The Master Association shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in the Master Association.

2.6 Quiet Enjoyment. Full development of Tucker's Cove will likely span a number of years. Incident to the development process, the quiet enjoyment of Tucker's Cove may be unavoidably interfered with to some extent by construction operations associated with Tucker's Cove.

3. THE MASTER ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Master Association are to operate and maintain the Common Areas; to enforce restrictive covenants applicable to Tucker's Cove; to provide architectural and aesthetic control along with architectural control provided by the ARC; and to take such other action as the Master Association is authorized or required to take with regard to Tucker's Cove pursuant to the Governing Documents. The Master Association shall operate, insure, maintain, and repair all property and related improvements designated by Declarant as Common Areas, regardless of whether legal title to that property has been formally conveyed to the Master Association. If required by governmental agencies, the Master Association shall accept the transfer of all permits, and assume responsibility for any maintenance and monitoring of on-site and off-site wetland preserve areas located on the Common Areas.

3.1 Common Areas. The Master Association shall operate, maintain and, if deeded by the Declarant, hold record title to the Common Areas. The Common Areas may include, but shall not be limited to, certain roads not owned by the ISD, certain utilities serving Master Association property or other Common Areas, and related facilities. The Master Association may also maintain environmental habitat and preservation areas, surface water drainage and management systems on the Common Areas, if maintenance responsibilities are delegated to it by the ISD or not otherwise assumed by the ISD. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. Use of Common Areas shall be available to all Members and their invitees, Guests, family members and tenants, subject to the Rules and to the Governing Documents. The costs of operating, maintaining, repairing, insuring, and protecting the Common Areas and the

facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units. The Master Association shall have, without limitation, the following powers:

(A) To exercise the rights as set forth in the Master Declaration.

(B) To enter into agreements for the maintenance and operation of the Common Areas.

(C) To enter into agreements to cause additional properties and amenities to become Common Areas if such properties are of common benefit of Tucker's Cove.

3.2 Manager. The Master Association may contract, employ, and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

3.3 Personal Property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required elsewhere in this Master Declaration. The Master Association additionally shall cause all persons with access to Master Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 Express and Implied Powers. The Master Association may exercise any rights, powers or privileges given to it expressly by the Governing Documents or by the law in effect at the time this Master Declaration is recorded, and every other right, power, or privilege reasonably inferable therefrom.

3.6 Acts of the Master Association. Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the Members. The Officers and Directors of the Master Association have a fiduciary relationship to the Master Association and its Members. A Member does not have the authority to act for the Master Association by reason of being a Member.

3.7 Member Approval of Certain Litigation. After turnover, and notwithstanding any other provisions of the Master Association Documents or applicable statutory provisions, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3) of the voting interests of the Master Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Master Association for the purpose of commencing any lawsuit, other than for the following purposes:

(A) Collection of Assessments.

(B) Collection of other charges that Members are obligated to pay.

(C) Enforcement of the Governing Documents.

(D) Enforcement of the rules and regulations of the Master Association.

(E) In an emergency, when waiting to obtain the approval of the Member creates substantial risk of irreparable injury to the Master Association or its Members.

(F) Filing a compulsory counterclaim.

3.8 Articles of Incorporation. The Articles of Incorporation of the Master Association are attached as **Exhibit “B”** as they may be amended from time to time.

3.9 Bylaws. The Bylaws of the Master Association shall be the Bylaws attached as **Exhibit “C”** as they may be amended from time to time.

3.10 Official Records. The official records of the Master Association, as defined by Chapter 720, Florida Statutes, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in the Bylaws. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the Governing Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 Rules and Regulations. Subject to this Master Declaration and any other applicable recorded instrument, the Master Association shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of the Common Areas. No Common Areas shall be used in violation of any rule or regulation adopted by the Master Association pursuant to Article 4 of the Bylaws.

3.12 Acquisition of Property. The Master Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

3.13 Disposition of Property. Any property owned by the Master Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.12 above.

3.14 Town Center. The Town Center Owner shall be solely responsible for the operation and the payment of all costs, charges and expenses incurred in connection with the operation, administration, and management of all portions of the Town Center.

4. MEMBERSHIP; VOTING RIGHTS. Every Owner of record legal title to a Lot or Living Unit within Tucker’s Cove shall be a Member of the Master Association as further defined in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Subsection 4.1(B) below. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Master Declaration, and in the Articles of Incorporation and Bylaws of the Master Association.

4.1 Classes of Membership. The Master Association will initially have two (2) classes of voting membership.

(A) Members or Class “A” Members. Every Owner of a Lot or Living Unit shall be a Member, which membership has been given as an appurtenance. Members shall be all Owners of Lots or Living Units within Tucker’s Cove. The Declarant shall create a membership for every Lot and Living Unit. Members shall have full rights of use in the Common Areas and facilities. The actual number of

memberships which may be created is in the discretion of the Declarant, but it is anticipated that the number will be approximately 2,120. Except for temporary delegations as provided in Section 4.4 below, a membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. A Member's rights to use the Common Areas and other recreation facilities shall be limited as set forth in this Master Declaration, the Bylaws. Any attempt to separate the membership from the interest in real property upon which it is based shall be null and void.

(B) Declarant Member or Class "B" Member. The Declarant shall be a voting Member for each Lot or Living Unit it owns. Declarant membership and voting rights shall cease to exist at the Turnover Meeting described in Article 7 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Master Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within Tucker's Cove for sale in the ordinary course of business. If the Declarant conveys undeveloped property within Tucker's Cove to a successor developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor developer.

4.2 Voting.

(A) Class "A". Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot or Living Unit in which they hold the interest required for membership under Subsection 4.1(A) above, except that there shall be only one vote per Lot or Living Unit and no vote shall be exercised for any property that is exempt from assessment under Section 9.13. All Class "A" votes shall be cast as provided in Subsection 4.2(C) below.

(B) Class "B". The sole Class "B" Member shall be the Declarant. Until the Class "B" membership expires or is terminated, the Class "B" Member shall have the right appoint a majority of the members of the Board of Directors as specified in the Bylaws. Additional rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Master Declaration, Articles of Incorporation, and the Bylaws, are specified in the relevant Articles of this Master Declaration, the Articles of Incorporation, and the Bylaws. The Class "B" Member shall have the number of votes in all matters equal to the total combined votes of the other classes of members, plus 100 votes until the Class "B" membership expires or is terminated. The Class "B" membership shall terminate upon the earlier of:

(1) Three months after ninety percent (90%) of the maximum number of residential dwelling units which may be created and developed as part of the Properties, have been constructed and conveyed to Class "A" Members; or

(2) When, in its discretion, the Declarant so determines and declares in a written instrument recorded in the Official Records.

Upon termination of the Class "B" membership, the Declarant, provided Declarant is also an Owner, shall be a Class "A" Member entitled to one Class "A" vote for each Living Unit that it owns.

(C) Exercise of Voting Rights. In any situation where a Member is entitled personally to exercise the vote for his or her Living Unit, and there is more than one Owner of such Living Unit, the vote for such Living Unit shall be exercised as the co-owners determine among themselves and advise the

Secretary of the Master Association in writing prior to the vote being taken. Absent such advice, the Living Unit's vote shall be suspended if more than one person attempts to exercise it.

4.3 Master Association Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual Assessments to be paid by Members;

(B) The right of the Master Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners than for Owners;

(C) The right of the Master Association, by and through its Board of Directors, to suspend a Member's right to use Common Areas, the Town Center, and facilities for the period during which any Assessment or charge against the Member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations;

(D) The right of the Master Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Master Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;

(F) The right of the Master Association, by and through its Board of Directors, with the prior assent of a majority of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(G) The right of the Master Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(H) The right of the Master Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit the Declarant or its sales efforts;

(I) The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within Tucker's Cove, including without limitation the use of access gates or speed bumps;

(J) The provisions of this Master Declaration, the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association;

(K) The right of the ISD to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

(L) The right of the Master Association to dedicate or transfer ownership or control of all or any part of the Common Areas to the ISD or any other governmental agency, public authority, or utility.

So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

4.4 Delegation of Use Rights in Common Areas. Guests accompanied by a Member shall have the right to use the Common Areas, but only to the extent provided in Section 2.4 of the Bylaws, or in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Master Association Assessments. If a Member delegates his privileges to a tenant residing in his Living Unit, the Member shall not be entitled to use of the facilities, except as a Guest of another Member, during the period of the delegation.

4.5 Separation of Ownership. The ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold membership in the Master Association.

5. GENERAL COVENANTS AND USE RESTRICTIONS.

5.1 Residential Use. Each Living Unit shall be occupied by only one Family and its temporary Guests at any time as a residence and for no other purpose. No time-sharing, business, or commercial activity shall be conducted in or from any Living Unit. No person may publicly advertise the address of a Living Unit as the address of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. No more than three (3) unrelated natural persons may reside together. The intent is to not allow multiple unrelated parties from residing together in one (1) Living Unit. In all events, the number of natural persons residing in a Living Unit may not exceed two (2) natural persons per the number of bedrooms within the Living Unit, plus two additional natural persons. Co-ownership of Units is permitted. However, if the co-Owners are other than a Family, the co-Owners shall designate one (1) of the co-Owners as the "Primary Occupant." The use of the Living Unit by other co-Owners shall be as though the Primary Occupant were the only actual Owner. Those co-Owner(s) who have not been designated as the Primary Occupant shall be treated as Guests of the Primary Occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an Owner shall be conditioned upon designation of one (1) natural person to be the "Primary Occupant," and the use of the Living Unit by other persons shall be as though the Primary Occupant were the only actual Owner. Those co-Owners who have not been designated as the Primary Occupant shall be treated as Guests of the Primary Occupant. Any change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial, or tax planning and not to create circumstances in which the Living Unit may be used as short term accommodations for several families or individuals. This Section 5.1 shall not be construed to prohibit any Living Unit occupant from maintaining a personal or professional library, from keeping his personal, business, or professional records in the Living Unit, or from handling his personal, business, or professional telephone calls, written correspondence, or other communications in and from the Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.1 is, however, intended to prohibit commercial or business activity by an Owner that would noticeably change the residential ambiance of Tucker's Cove, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of Tucker's Cove by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

5.2 Occupancy of Living Unit When Owner Not in Residence. An Owner may occasionally allow family, friends, or business associates in reasonable numbers to temporarily occupy his Living Unit in his absence. Except as otherwise provided in Section 5.4 below, this provision is not intended to allow any Owner to use his Living Unit as short-term transient accommodations for several individuals or families. The Owner must register all Guests with the Master Association in advance, giving such information about the Guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his Guests.

5.3 Size of Building and Building Height. Living Units and buildings shall comply with all applicable zoning requirements.

5.4 Leasing. The minimum allowable lease period shall be thirty (30) consecutive days. All Leases are subject to the following restrictions and conditions:

(A) The Lease must be written, and a fully executed copy must be provided to the Master Association not less than fifteen (15) days before the beginning of the Lease term, together with such other information about the tenants as the Board may reasonably require and permissible under applicable law.

(B) No Lease may be for a period of less than thirty (30) consecutive days or one (1) month, whichever is less.

(C) No subleasing or assignment of lease rights is allowed.

(D) No one but the lessee and the lessee's family may occupy the Living Unit during a Lease.

All of the provisions of the Governing Documents and the Rules and Regulations of the Master Association shall be applicable to and enforceable against any person occupying a Living Unit as a lessee or Guest to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the Rules and Regulations of the Master Association and the provisions of the Governing Documents shall be deemed to be included in every Lease, whether oral or written, and whether specifically expressed in such Lease or not. Owner's failure to evict the lessee in accordance with the Lease shall be deemed a default of the Owner hereunder.

However, to the extent any provision in this Section 5.4 is deemed a "legal restriction on conveyance" as set forth in 24 C.F.R. S. 203.41 (as may be amended), such provision shall be deemed ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING LIVING UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

5.5 Nuisance. No Owner shall use or permit a Living Unit to be used in any manner that would be unreasonably disturbing, detrimental, or a nuisance to the occupant of another Living Unit or that would not be consistent with the maintenance of the highest standards for a first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Living Unit, Common Area, and the Neighborhood Common Areas shall be consistent with existing laws and

the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly, or offensive activity shall be carried on upon any Lot or in any Living Unit, nor shall any Owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

5.6 Temporary Structures. Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents, or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

5.7 Signs. In order to maintain an attractive community, no sign, banner, advertisement, or poster (including "open house," "for sale," or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties without prior approval of the ARC, which approval may be withheld for any reason. This provision includes signs inside of Living Unit windows or the windows of motor vehicles. This Section 5.7 shall not apply to signs used by Declarant or its agents to market Living Units owned by Declarant.

5.8 Appearance; Refuse Disposal. Each Owner shall keep his Lot and Living Unit free of trash and debris and shall reasonably maintain his Living Unit. Personal property of residents shall not be left on the lawns or landscaped areas outside the Living Units, except that patio furniture may be stored in unscreened patios. Trash, garbage, or other waste must be kept in appropriate containers not exceeding forty (40) gallons in size and shall have two handles and a tight fitting lid. Trash containers must be stored in the garage of a Living Unit and shall be taken to the curbside in front of the Living Unit no earlier than the evening before a scheduled pickup and returned to their area of storage by the end of the day on which trash was collected. Porches and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, or for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

5.9 Maintenance. The Declarant shall care for unimproved Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds, and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Master Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot Owner is given no less than five (5) days' notice of the Master Association's intent to do so, which reasonably specifies the proposed action. The Master Association shall charge the expense of same against the Owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Master Association's attorney fees and other costs in connection with the lien and foreclosure.

5.10 Awnings, Shutters, and Windows. Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ARC. Storm shutters may be installed only temporarily, and other precautions may be taken to protect structures or Lots while the threat of a hurricane, tornado, or other violent storm is imminent, but all such temporary shutters and other exterior alterations or additions made as a temporary storm precaution shall be promptly removed when the threat of storm has passed.

5.11 Fences. No fence, wall, hedge, or other physical and visual barrier shall be erected on a Lot, the Common Areas, or Neighborhood Common Areas, except as originally installed by Declarant, or as approved by the ARC.

5.12 Driveways and Parking Areas. Driveways and parking areas must be paved with paver blocks, or another hard surface approved by the Declarant. Maintenance and repair of all driveways,

parking and other paved parking facilities shall not be the responsibility of the Master Association. Driveways must be kept clean and free from excessive oil, rust, or other unsightly stains.

5.13 Water Supply; Wells; Water Rights. Each Living Unit may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Tucker's Cove. No Owner may install or operate a private well for any reason, including operation of a control box or water source heat pump, or use lake water or water from retention areas contained within Tucker's Cove. Owners shall be responsible for watering any landscaping within those portions of the Lots enclosed by privacy walls or screen enclosures.

5.14 Landscaping. The Master Association has the right, but not the obligation, to assume the responsibility to maintain the exterior landscaped portions of the Lots and Living Units, which includes lawn, shrubs, trees, and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside the Lots or Living Units. The Master Association is not responsible for any casualty events related to acts of God, natural disasters, or storms. The Master Association's costs associated with the maintenance described in this Section 5.14 shall be a Common Expense of the Master Association and shall be allocated among all Lots or Living Units pursuant to Section 9.1 of this Master Declaration; provided, if appropriate, costs may be assessed as a specific Service Assessment in accordance with Section 9.5 of this Master Declaration. Regardless of whether the Master Association assumes the maintenance responsibility for the exterior portions of Lots and Living Units, Owners shall be solely responsible, at the their sole cost and expense, for watering, maintaining, and replacing any landscaping, trees, sod, and irrigation equipment (including pipes, valves, and heads) in the verge (i.e. the landscaped area between the sidewalk and street), as well as replacing any and all landscaping contained on a Lot (including, but not limited to, shrubs, trees, plants, sod, and any irrigation system equipment or lines in accordance with Section 8.7 of this Master Declaration) if such landscaping either dies or requires replacement for any reason (including, but not limited to, irrigation issues, weather damage, insects, or disease). Notwithstanding the foregoing, upon request by a Neighborhood Association, the Master Association can delegate its rights, duties, and obligations under this Section 5.14 to a Neighborhood Association so long as the Neighborhood Association complies with the provisions of this Section 5.14. The Master Association shall have a perpetual non-exclusive easement over all of Tucker's Cove, including the Living Units (but not inside any structure within a Living Unit), for the purpose of performing its maintenance responsibilities under this Section 5.14. Such easement may be exercised, without prior notice, by the Master Association, its Officers, Directors, employees, agents, and contractors, and entry upon any Living Unit for such purpose shall not be deemed a trespass. No landscaping shall be added, augmented, replaced, cut down, destroyed, or removed without the prior written approval of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit and the Living Unit's privacy walls, unless approved by the ARC.

5.15 Animals and Pets.

(A) **Number of Pets.** No more than a total of three (3) commonly accepted household pets (such as dogs and cats) may be kept within a Living Unit or upon a Lot, except that pets that are of a known breed to be vicious as determined by the local municipality are not permitted. Notwithstanding the preceding sentence, with regard to a Neighborhood, the terms of the Neighborhood Declaration shall set forth any restrictions on pets for that particular portion of the community, but in no event shall any such Neighborhood Declaration be more permissive than the provisions of this Section 5.15. The lack of any restrictions on or provisions governing the existence of animals and pets in a Neighborhood Declaration

as originally recorded shall mean that the Lots or parcels contained within such Neighborhood are subject to the provisions of this Section 5.15.

(B) Prohibited Animals. Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited from being kept or maintained within the community. Animals, fowl, birds, and reptiles that are deemed by the Board of Directors to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Association in its sole discretion. No animal breeding or sales as a business is permitted in the community.

(C) Prohibited Actions. No pet or animal shall be kept on the exterior of a Living Unit or Lot, or upon the Common Areas, or left unattended in a yard or on a balcony, porch, patio, lanai, or other similar area. All pets (including cats) shall be walked on a leash when outside of the physical boundaries of a Living Unit, and no pet shall be permitted to be kept outside of the boundaries of a Living Unit while such pet's owner is away from the Living Unit or overnight (meaning that no pet shall be permitted to sleep outside of the physical boundaries of a Living Unit). No pet shall be permitted to leave its excrement on any portion of the Properties, and the owner of such pet shall immediately remove the same.

(D) Nuisance. A determination by the Board that an animal or pet kept or harbored in a Living Unit or on a Lot is a nuisance shall be conclusive and binding on all parties. When notice of removal of any pet is given by the Board of Directors, the pet shall be removed within forty-eight (48) hours of the notice.

(E) Limitation on Amendment. No amendment to this Section 5.15 shall be permitted except upon the prior written consent of Declarant for so long as Declarant owns any lands within the community.

(F) Agreement of Owners. Each Owner, by virtue of taking title to a Lot, shall indemnify the Declarant and the Association, and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Owner's having any pet upon any portion of any property subject to this Master Declaration.

(G) Rules and Regulations. The Association shall have the power and right to promulgate rules and regulations in furtherance of the provisions of this Section 5.15, including, but not limited to, weight limitations, the number of pets, and breeds of pets.

5.16 Parking and Storage of Vehicles. Except for service vehicles temporarily present in the Tucker's Cove, Owners and Occupants of Living Units may not park, store or keep on the Properties, any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store, or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles that are in wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other Occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this Section 5.16, "keep" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. For purposes of this Section 5.16, "overnight" shall mean between the hours of 12:00 AM to 6:00 AM. No vehicle shall be parked on the street overnight. Any

vehicle parked in violation of this Section 5.16 is subject to being towed away at the Owner's expense without further warning.

5.17 Antennas, Radio Equipment, and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state, and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the ARC. An approved flagpole shall not be used to mount an antenna. It is the intent of this Section 5.17 to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.17 shall not apply to the Declarant or its agents to market Living Units owned by Declarant.

5.18 Storage Areas. No exterior storage area shall be permitted.

5.19 Clothes Lines; Laundry. No part of the Common Areas or any part of a Lot visible from the Common Areas shall be used for the washing, drying, hanging, or storing of clothes, towels, blankets, or other items of personal property.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Declarant, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work that in any way materially alters the exterior appearance of any structure, Lot, Living Unit, Common Area, or Neighborhood Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an Owner or any other person applying shall comply with all applicable requirements and procedures.

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Master Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be Members of the Master Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Article 8 of the Bylaws. Notwithstanding the foregoing, prior to Master Association turnover, the Declarant shall have the sole right to appoint one individual who may or may not be a Member of the Master Association, who shall have the full and unilateral power to act on behalf of the ARC body and no meeting or notice to Members of any meeting is required.

6.3 Guidelines. The Declarant may prepare Community Development Standards and Design Guidelines, which may contain general provisions applicable to all of the Properties as well as specific provisions that may vary from Neighborhood to Neighborhood. The Community Development Standards

and Design Guidelines, if prepared, are intended to provide guidance to Owners regarding matters of particular concern to the ARC in considering applications hereunder. The Community Development Standards and Design Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Community Development Standards and Design does not guarantee approval of any application.

The Declarant shall have sole and absolute authority to amend any Community Development Standards and Design Guidelines as long as it owns any portion of the Properties or has a right to expand or reduce the Properties pursuant to Section 17.10, notwithstanding a delegation of reviewing authority to the ARC. Upon termination or delegation of the Declarant's right to amend the Community Development Standards and Design Guidelines, the ARC shall have the authority to amend the Community Development Standards and Design Guidelines with the consent of the Board. Any amendments to the Community Development Standards and Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Community Development Standards and Design Guidelines, provided such amendments may remove requirements previously imposed or otherwise make the Community Development Standards and Design Guidelines less restrictive.

The ARC shall make any Community Development Standards and Design Guidelines available to Owners who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Community Development Standards and Design Guidelines may be recorded in the Official Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Community Development Standards and Design Guidelines was in effect at any particular time

6.4 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of local ordinances for Tucker's Cove, to:

(A) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work that materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot or Living Unit, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work.

(B) Approve or disapprove the erection or alteration of any building, structure, or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work that in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed.

(C) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Master Association, in cash or check, at the time the request is submitted to the ARC; or

(D) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.5 Enforcement. In the event of any Living Unit subject to a Neighborhood Association, any decisions of the ARC may be enforced by the Neighborhood Association involved, if applicable, as well as by the Master Association.

6.6 Declarant's Rights. Declarant shall be exempt from any design review, procedure, or requirement of the ARC. Until 100% of the property described on Exhibit "A" has been developed and conveyed to Owners, the Declarant shall have the exclusive right to exercise design review under this Article 6. The rights reserved to Declarant under this Section 6.6 shall continue so long as Declarant owns any portion of the Properties or any real property adjacent to the Properties, unless earlier terminated in a written instrument executed by Declarant and recorded in the Official Records. Upon such time as Declarant no longer owns any portion of the Properties or any real property adjacent to the Properties, the Master Association shall automatically inure to the powers and rights of Declarant under this Article 6. The Declarant may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, as the developer of the Properties and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve its reputation and do not impair the Declarant's ability to market its property. Therefore, each Owner covenants and agrees that no activity within the scope of this Article 6 ("Work") shall be commenced on such Owner's Living Unit unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the Declarant's or its designee's sole and absolute discretion. In reviewing and acting upon any request for approval Declarant and its designee shall owe no duty to any other person.

6.7 No Waiver of Future Approvals. Each Owner acknowledges that the persons reviewing applications under this Article 6 will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of the Community Development Standards and Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

6.8 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; (c) estop the ARC from denying a variance in other circumstances; or (d) shall be effective unless approved by Declarant, provided Declarant is also an Owner at the time such variance is contemplated. For purposes of this Section 6.8, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.9 Limitation of Liability. The standards and procedures established by this Article 6 are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties, but shall not create any duty to any person. Review and approval of any application pursuant to this Article 6 is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings

are of comparable quality, value or size or of similar design nor for ensuring that the dwelling units are marketable. Neither the Declarant, the Master Association, the Board, any committee, nor Member of any of the foregoing shall be held liable for soil conditions, drainage, or other general site work, nor for any defects in plans revised or approved hereunder, nor for any injury, damages, nor loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Master Association.

7. **EASEMENTS.** In addition to any easements created elsewhere herein or that otherwise exist on the Properties, easements are hereby provided for:

7.1 Utilities, Services, and Support. Each Lot, Living Unit, Common Area (except Conservation Areas) and Neighborhood Common Area is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Living Unit, the Common Area and Neighborhood Common Area in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company property maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating, and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of Tucker's Cove, those easements described herein and those shown upon the recorded plat of Tucker's Cove, and there are also reserved such easements and rights-of-way for any other purposes as Declarant in its sole discretion may in the future grant.

(B) Declarant hereby reserves the right, and the power, during a period of ten (10) years from the date of recording this Master Declaration, to declare, grant and record additional easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various utility service routes, through, in, over, and under all Lots, Common Areas, and Neighborhood Common Areas. The purpose, duration, and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot, Common Area or Neighborhood Common Area, or materially change the rights of the Owners. If any agreement is entered into by the Master Association for the exclusive provision of System services or other services to Tucker's Cove, as described in either Section 7.2, 7.3, or both, below, it shall be the affirmative obligation of the Master Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to ensure the continuous accessibility and availability of those services to Tucker's Cove.

7.2 Cable TV and Telecommunications System. The Declarant hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of Tucker's Cove for the use and benefit of the community, Owners, or authorized Guests, invitees, tenants, and family members, one (1) or more cable, internet, and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of referred to herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and

licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction, and maintenance of the System (the scope, extent, size, and location of which over, across, upon and through Tucker's Cove shall be determined solely by Declarant, its successors, designees, and assigns) together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

(B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

7.3 Contracts with Service Providers. Declarant, or the Master Association, or both, shall have the right to enter into Contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interest of Tucker's Cove. Either the Declarant or the Master Association may receive valuable consideration for the grant of the exclusive right to provide System services. As used herein, the term "contractual designee" means the service provider with which Declarant or the Master Association contracts for the furnishing of System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Master Association shall, to the extent the Declarant assigns its rights and obligations under such contract or contracts, accept such assignment, and is bound by all the terms and provisions of the contract or contracts. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a living unit by a hearing impaired or legally blind unit Owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such living units, the Owners shall not be required to pay any charge related to such service.

7.4 Collection of System Assessments by Master Association. Every Lot or Living Unit to which the service System is available for many contractual designee(s) shall be subject to a System Service Assessment, payable per Lot or Living Unit for System services, including, without limitation, cable television services. The Master Association shall bill the appropriate System Service Assessment to each Lot or Living unit along with other Assessments for common expenses that may be due and payable at the same time and shall collect same and remit payment to the contractual designee(s) providing the System services.

7.5 Construction and Maintenance. Declarant (including its designees and contractors) shall have the right to enter any part of Tucker's Cove and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by Owners.

7.6 Additional Easements. In addition to any other easements granted herein or elsewhere, the following easements shall be reserved, granted and/or dedicated as the circumstances dictate:

(A) An easement in favor of the ISD over Common Areas for the operation, maintenance, repair and replacement of irrigation lines and pumps reasonably necessary to serve the property owned by the ISD, so long as such activities do not interfere with use of the Common Areas.

(B) An easement in favor of each Owner for ingress and egress over the private roads within the Common Areas subject to the provisions of this Master Declaration.

(C) An exclusive easement in favor of each Owner over any portion of a driveway servicing the Owner's Lot and located within the Common Areas.

(D) The Declarant initially, and the Master Association after turnover, shall have an easement for ingress and egress over each Lot for purposes of performing its maintenance responsibilities set forth in Master Declaration.

(E) Prior to the exercising of the easements set forth above, the party exercising its easement rights shall notify the owner of the property burdened by the easement and reasonably coordinate its use of the easement.

7.7 Easements in Favor of the Town Center Property. The Town Center Owner, for itself and its guests, members, employees, licensees, contractors, and the like, hereby reserves a perpetual, non-exclusive easement over, across, and through any and all roadways contained in the Common Areas or otherwise contained in Tucker's Cove for purposes of permitting legal pedestrian and vehicular ingress and egress to and from the Town Center Property.

8. COMMON AREAS AND LOTS; CONVEYANCE, USE, AND MAINTENANCE.

8.1 Designation. Except for the Conservation Areas, and the Surface Water Management System, Declarant shall have the right, and the power, in their sole discretion, to determine which parts of the Property shall be Common Areas, and to convey, lease or grant a license or other right to use real property within the Common Areas.

(A) Any such conveyance, lease or grant of license or use right may be exclusive or non-exclusive, so that persons or entities other than the Master Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted: The Master Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Master Association shall not accept from any person other than Declarant a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) Prior to the conveyance of Common Areas by Declarant to the Master Association, the Master Association shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

8.2 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas. Not later than ninety (90) days after the date when the Members first appoint a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Master Association by quit claim deed, and the Master Association shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation, and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Commencing with the date this Master Declaration is recorded in the Official Records of the County, the Master Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant as Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant, or any third party to the Master Association as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members and their Guests, tenants, and invitees.

(B) Declarant may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Master Association must accept such property, including any governmental permits pertaining to said property. The Master Association shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Tucker's Cove.

THE MASTER ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY RELATED PERMITS REQUIRED BY GOVERNMENTAL AGENCIES AND FACILITIES IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, WHEN CONVEYED OR TRANSFERRED BY THE DECLARANT. THE DECLARANT MAKES NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE DECLARANT DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION, OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE, OR EQUIPMENT THAT WILL BE USED IN THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE MASTER ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES THAT ARE ASSIGNABLE.

8.3 Partition, Subdivision, and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Master Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Master Association through its Board of Directors to grant such easements over, across, and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit owned in co-tenancy.

8.4 Master Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation, or other requirement of the Master Association established pursuant to the provisions of this Master Declaration or the Bylaws.

8.5 Alteration, Expansion, or Modification of Common Areas. Additions or modifications to the Common Areas may be made if not inconsistent with the applicable governmental permits and regulation and any amendments thereto. The Declarant shall not be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans. Funds necessary for material alterations or substantial additions to the Common Areas by the Master Association may be levied as special Assessments by the Master Association only upon prior approval by a majority of the Board of

Directors and approval by two-thirds (2/3) of the voting interests present and voting at a meeting called for the purpose. However, if changes that are necessary to enable the Master Association to perform its legal duty to protect, insure, maintain, repair or replace the Properties also happen to constitute material alterations or substantial additions, no prior approval by the owners is necessary.

8.6 Maintenance of Common Areas. Except as otherwise provided herein, the Master Association shall maintain, repair and replace any and all improvements constructed on the Common Areas, including without limitation all landscaping, the components of the irrigation systems, including but not limited to the tap into the main line, timers, switching devices and heads, drainage structures, utility lines, walkways, light fixtures, and other structures. Additionally, where the Common Areas are contiguous to the right-of-way of a road, the Master Association shall maintain all landscaping (if any) between the Common Areas and the pavement within such right-of-way. The Owners have the right to enforce, by appropriate legal means, the Master Association's duty to operate, maintain, repair, replace and insure the Common Areas, including without limitation all improvements placed thereon.

8.7 Maintenance of Lots and Living Units. Each Owner must maintain his Lot, including, without limitation, all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the community-wide standard as determined by the ARC, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Master Association pursuant to this Master Declaration or any amended declaration or additional covenants applicable to such Lot. In addition, each Owner shall maintain the sidewalk, if any, and landscaping located between the boundary of such Owner's Lot and the back-of-curb of any roadway lying adjacent to the boundary of his or her Lot, unless the Master Association assumes all or part of such maintenance responsibility, and then only to the extent not assumed by the Master Association.

(A) At the discretion of the Board, the following services may be the responsibility of the Master Association:

(1) Maintenance (including, mowing, fertilizing, watering, pruning, and controlling disease and insects) of all lawns and landscaping installed in the Lot as part of the initial construction on the Lots, specifically excluding any enclosed courtyard, patio or other area not readily accessible from outside the dwelling. Regardless of whether the Master Association assumes the maintenance responsibility for the exterior portions of Lots, Owners shall be solely responsible for replacing, at the Owner's sole cost and expense, any and all landscaping contained on a Lot (including, but not limited to, shrubs, trees, plants, and sod) if such landscaping either dies or requires replacement for any reason (including, but not limited to, weather damage, insect or disease).

(2) Operation and control of any irrigation master distribution system (including, without limitation, any pumps, distribution water lines and control time clocks) serving the Lots, except that the Master Association shall have no responsibility for any sprinklers or other irrigation piping installed within any Lot.

(3) Repair or replacement of any lamp post(s) and mail kiosk, if any, originally installed by Declarant, whether on a Lot or in the Common Area.

(4) Repair and replacement of any fixtures or furnishings originally placed or installed by Declarant on any recreational amenity situated in a Common Area, if any.

(B) The Owner shall be responsible for:

(1) Painting of all exterior painted portions of any dwelling, including any garage, garage door, exterior doors, shutters, fascia on the dwelling, and any fence or perimeter walls erected along the Lot boundaries as part of the original construction on the Lots or any replacement thereof ("Boundary Fences").

(2) Clean, repair and/or replacement of the roofs of dwellings and garages (all title roofs shall be power washed no less than once every other year or as needed).

(3) Repair and replacement of any Boundary Fences on Lots originally installed by Declarant, by the Owner, or a previous owner.

(4) Repair or replacement of any damaged garage door and exterior door hardware.

The Master Association's responsibility to maintain, repair, or replace items or components listed above is limited to the maintenance, repair, and replacement due to ordinary wear and tear and not a result of a casualty event. If any items or components for which the Master Association has responsibility to maintain, repair, or replace, suffer damage or need replacement as a result of a casualty event, then the Owner bears the sole responsibility for making these repairs or replacements at the Owner's sole cost and expense. In addition, in the event of a casualty event such as a hurricane or other storm-related event, each Owner shall be responsible for clearing all debris and restoring the landscaping on each Owner's Lot.

All other portions of the Lots (and the improvements located thereon) shall be the responsibility of the respective Owners, including, without limitation, maintenance, repair, and replacement, as necessary, of all pipes, lines, wires, conduits, or other apparatus which serve only the Lot, whether located within or outside the Lot's boundaries (including all utility lines and courtyard drain and associated pipes serving only the Lot) and all landscaping located in the rear of the Lot.

(C) Declarant or a Builder may have constructed or installed drainage swales, drainage lines, and/or other equipment on a Lot for the purpose of managing and/or containing the flow of surface water, if any, found upon such Lot from time to time. Except to the extent that such responsibility is assigned to or assumed by the Master Association pursuant to this Master Declaration or any amended declaration, each Owner shall be responsible for the maintenance, operation, and repair of such drainage swale(s), drainage lines, and other equipment on his or her Lot. Maintenance, operation, and repair shall mean and include, without limitation, the exercise of practices, such as mowing and erosion repair, which allow the drainage swales, drainage lines, and other equipment to provide drainage, water storage, conveyance, or other storm water management capabilities as permitted by the South Florida Water Management District. Filling, excavation, construction of fences, or otherwise obstructing the surface water flow in or into the drainage swales, drainage lines, and other equipment is prohibited. No alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and other equipment, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale, drainage lines and other equipment returned to its former condition as soon as possible by the Owner(s) of the Lot upon which the drainage swale, drainage lines, and other equipment is located.

(D) Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance includes responsibility for repair and replacement. The maintenance, repair, replacement, and other obligations of the Master Association and Owner specified in this Master Declaration shall be performed as and when the Board determines it necessary to maintain the property to a level consistent with the community-wide standard established by the ARC.

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

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

(B) Party Walls. All division walls ("Party Walls") between and shared by two (2) Villa Units. The Villa Owners adjacent to a Party Wall shall own such Party Wall as tenants in common.

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

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

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

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

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

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

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

8.7.1.4 Casualty Damage. If a Villa Unit is damaged through an act of God or other casualty, the affected Villa Owner shall promptly have his portion of the Villa Unit repaired and rebuilt

substantially in accordance with the architectural plans and specifications of the building. In the event damage or destruction of a Party Wall or Shared Roofing is caused solely by the negligence of a Villa Owner, any expense incidental to the repair or reconstruction of the Party Wall or Shared Roofing shall be borne solely by that Villa Owner. A Villa Owner who by his negligent or willful act causes the Party Wall or Shared Roofing to be exposed to the elements, or to infestation by termites or other injuries, agencies, or elements, shall bear the whole cost of furnishing the necessary protection against such elements. If that Villa Owner refuses or fails to pay the cost of such repair or reconstruction, the Master Association shall have the right to complete such repair and reconstruction substantially in accordance with the original plans and specifications of the affected building, and the Master Association shall thereafter have the right to impose a charge against said Villa Owner and his Villa Unit for the costs of such repair and reconstruction.

8.7.1.5 Maintenance, Repair, and Replacement of the Exterior of the Villa Unit.

Each Villa Owner shall at all times be responsible for the maintenance, repair, and replacement of the exterior surfaces of his Villa Unit. The phrase "exterior surfaces of the Villa Unit" shall include, but not be limited to, the exterior walls and Shared Roofing. Each Villa Owner shall be responsible for the periodic cleaning of the exterior walls and Shared Roofing, and the periodic repainting of the exterior walls of the Villa Unit. No Villa Owner shall authorize the painting, refurbishing, or modification of the exterior surfaces or Shared Roofing of his Villa Unit without the consent of the Architectural Review Committee. If a Villa Owner refuses or fails to maintain the exterior of the Villa Unit, the Master Association shall have the right to complete such maintenance and the Master Association shall thereafter have a charge against said Villa Owner and Villa Unit for the costs of such maintenance, repair, or replacement.

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

8.7.1.7 Contribution. The right of any Villa Owner to contribution from any other Villa Owner(s) under this Declaration shall be appurtenant to the land and shall pass to such Villa Owner's successors in title.

8.7.1.8 Binding Arbitration. Any dispute between Villa Owners concerning a Party Wall, Party Fence, or Shared Roofing shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

8.8 Enforcement of Maintenance. If the Owner of a Lot or Living Unit fails to maintain it as required above, the Master Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot or Living Unit, with or without consent of the owner. The Master Association may repair, replace, or maintain any item which constitutes an immediate hazard to other property or residents, or which has a material adverse effect on the appearance of Tucker's Cove. Any expenses so incurred by the Master Association shall be assessed against the owner, together with reasonable attorney's fees and other expenses of enforcement.

8.9 Negligence; Damage Caused by Condition in Living Unit or Lot. The Owner of each Lot shall be liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his Guests, employees, agents, or lessees, only to the extent that such expense is not met by proceeds of insurance. Each Owner has a duty to maintain his Lot, and the personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Lots, the Common Areas or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Lots, the Common Areas, Master Association property or property within other Lots, the Owner of the offending Lot shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Lots involved is not occupied at the time the damage is discovered, the Master Association may enter the Lot without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Master Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

8.10 Pest Control. The Master Association may elect, but is not obligated, to supply pest control services for the inside of each Lot (but not inside a Living Unit), with the cost thereof being part of the common expenses. An Owner has the option to decline such service unless the Master Association determines that such service is necessary for the protection of other Lots, in which case the Owner must either permit the Master Association's pest control company to enter the Lot, or employ a licensed pest control company of the Owner's own selection to enter the Lot on a regular basis to perform pest control services and furnish written evidence thereof to the Master Association. The cost of pest control provided by the Master Association is a common expense, so the election of an Owner not to use the service will not reduce the Owner's Assessments.

8.11 Maintenance by the Town Center Owner. The Town Center Owner shall be solely responsible for maintaining, repairing, replacing, reconstructing, and insuring the Town Center.

9. ASSESSMENTS.

9.1 Budgeting and Allocating Common Expenses. The Master Association is hereby authorized to levy base Assessments against all Lots and Living Units subject to assessment under Section 9.6 to fund the common expenses. In determining the base Assessment rate per Lot or Living Unit, the Board may consider any Assessment income expected to be generated from any additional Lots or Living Units reasonably anticipated becoming subject to assessment during the fiscal year. The Board, in its discretion, may establish the rate of assessment equally against all Lots or Living Units within Tucker's Cove, or the Board may establish different rates based on the different type or size of Lots or Living Units within Tucker's Cove, whether or not within a Neighborhood, provided that such rate shall be equal for all Lots of the same size within Tucker's Cove and Neighborhoods of similar product type. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the base Assessment from time to time during the year, subject to the notice requirements set forth in this Master Declaration, the Bylaws or pursuant to Florida law.

9.2 Budgeting and Allocating Neighborhood Expenses. At least sixty (60) days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood expenses, if any, for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during the coming year as authorized by this Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood expenses shall also include any costs for additional services or a higher level of services which the Master Association and the Neighborhood have agreed upon additional services not otherwise provided for. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses.

The Master Association is hereby authorized to levy Neighborhood Assessments equally against all Lots or Living Units in the Neighborhood which are subject to assessment under Section 9.6 to fund Neighborhood expenses incurred by the Master Association to perform an activity or function which should have, pursuant to the Governing Documents or the governing documents of the Neighborhood Association, been performed by the Neighborhood Association. If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.3 Budgeting for Reserves. The Board may, but shall not be obligated to, periodically prepare a reserve budget for the Common Areas. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 9.3, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded primarily through the capitalization contributions specified in Sections 9.14 and 9.15; provided, however, the Board may, but shall not be obligated to, include a capital contribution in the Common Expense budget adopted pursuant to Section 9.1 to fund reserves. No such reserves shall be established without the consent of the Declarant, and if the Declarant consents, Declarant shall have no obligation to contribute to such reserves. Furthermore, the Declarant shall have no obligation to fund any deficit in reserves under any deficit funding obligations it may have with respect to operating expenses and Assessments elsewhere herein.

9.4 Special Assessments. In addition to other authorized Assessments, the Master Association may levy special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such special Assessment may be levied against the entire membership, if such special Assessment is for common expenses, or against the Lots or Living Units within any Neighborhood if such special Assessment is for Neighborhood expenses. For such time as the Declarant membership remains in existence, all special Assessments shall require the affirmative vote or written consent of the Declarant Member. 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.

9.5 Service Assessments. The Master Association shall have the power to levy "Service Assessments" against a particular Lot or Living Unit as follows:

(A) To cover the costs, including overhead and administrative costs, of providing services to Lots or Living Units upon request of an Owner pursuant to any menu of special services that may be offered by the Master Association. Specific Service Assessments for special services may be levied in advance of the provision of the requested service; and

(B) To cover costs incurred in bringing the Living Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Living Unit, their agents, contractors, employees, licensees, invitees, or Guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any specific Service Assessment under this Section 9.5(B).

The Master Association may also levy a Service Assessment against the Lots or Living Units within any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners representing the Neighborhood before levying any such Assessment.

9.6 Authority to Assess Owners; Time of Payment. The Declarant hereby establishes, and the Master Association is hereby authorized to levy, Assessments as provided for in this Article 9 and elsewhere in the Governing Documents. The obligation to pay base Assessments, special Assessments, and Neighborhood Assessments shall commence as to each Lot or Living Unit on the day of the first conveyance of the Lot or Living Unit to an Owner other than the Declarant, except that no Lot or Living Unit shall be subject to assessment until a certificate of occupancy or like authorization has been issued by the County as to the Living Unit located on the Lot. The first annual base Assessment and Neighborhood Assessment, if any, levied on each Lot or Living Unit shall be prorated to the actual date of closing according to the number of days remaining in the fiscal year at the time Assessments commence on the Lot or Living Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish, The Board may require advance payment of Assessments, including but not limited to base Assessments, special Assessments, and capital contributions as provided in Sections 9.14 and 9.15 of this Master Declaration, at closing of the transfer of title to a Lot or Living Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, Assessments may be paid in two or more installments. Unless the Board otherwise provides, Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Assessments or other charges levied on his Lot or Living Unit, the Board may require the outstanding balance on all Assessments to be paid in full immediately.

The Master Association may, but shall not be obligated to, provide the Master Association's budgets and notices of assessment for the base Assessments, special Assessments, and any Neighborhood Assessments of all Owners within a Neighborhood to its governing Neighborhood Association, if applicable. If so directed by the Master Association, the Neighborhood Association shall be responsible for billing, collecting, and remitting all amounts due from all Owners in such Neighborhood to the Master Association in accordance with such procedures as may be established by the Board. Notwithstanding the Master Association's delegation of billing and collection to the Neighborhood Association, in the event of delinquency, the Master Association shall reserve all rights and powers of collection as set forth in this Article 9.

9.7 Obligation for Assessments.

9.7.1 Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all Assessments authorized in the Governing Documents. All Assessments, together with interest computed from its due date at maximum rate allowed by Florida law (currently 18%) per annum late charges as determined by Board resolution subject to the limitations of Florida law, costs, fees, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot and Living Unit until paid in full. Upon a transfer of title to a Lot or Living Unit, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay Assessments. In such event, each Owner shall continue to pay base Assessments and Neighborhood Assessments, if any, on the same basis as during the last year for which an Assessment was made, until a new Assessment is levied, at which time the Master Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for Assessments by non-use of Common Area, abandonment of his Lot or Living Unit, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Master Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Master Association shall, upon request, furnish to any Owner liable for any type of Assessment a certificate in writing signed by a Master Association Officer setting forth whether such Assessment has been paid. Such certificate shall be conclusive evidence of payment which may be relied upon by any person other than the Owner of the Lot or Living Unit requesting such certificate. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

9.7.2 Declarant's Option to Fund Budget Deficits. During the Declarant membership, Declarant may satisfy its obligation for Assessments on Lots and Living Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (a) paying such Assessments in the same manner as any other Owner, or (b) by not paying such Assessments in the same manner as any other Owner and in lieu thereof, paying the difference between (i) the amount of Assessments levied on all other Lots and Living Units subject to assessment and all other sources of income of the Master Association; and (ii) the amount of actual expenditures by the Master Association (excluding any amounts in the budget of Common Expenses for capital and contingency reserves) during the fiscal year, provided nothing contained herein shall obligate the Declarant to pay an amount greater than 100% of the base Assessment, special Assessments and Neighborhood Assessments levied on the Lot or Living Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a special Assessment levied against Class "A" Members. Unless the Declarant otherwise notifies the Board in writing at least sixty (60) days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. Any surplus may either be paid to Declarant after the conclusion of the fiscal year or carried forward to the next fiscal year at the sole option of Declarant. There is no limit to the number of years for which a surplus may be accumulated. Any surplus remaining at turnover of the Master Association shall be paid to Declarant. In conjunction with turnover of the Master Association, an audit will be conducted to determine the cumulative "due to" or "due from" Declarant for the period Declarant has elected to fund budget deficits. After termination of the Declarant membership, the Declarant shall pay Assessments on its unsold Lots and Living Units in the same manner as any other Owner. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any Assessments for any land not platted as individual lots owned or created as condominium units by Declarant that may be included within the Properties.

9.8 Lien for Assessments.

(A) The Master Association shall have a lien against each Lot and Living Unit to secure payment of delinquent Assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorney fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies that by law would be superior, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value and recorded prior to the date the Master Association perfects its lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

(B) The Master Association may bid for the Lot or Living Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot or Living Unit. While a Lot or Living Unit is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no Assessment shall be levied on it; and (c) each other Lot and Living Unit shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged such Lot or Living Unit had it not been acquired by the Master Association. The Master Association may sue for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

(C) The record Owner of legal title of each Lot or Living Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while the Owner. Multiple Owners are jointly and severally liable. The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot or Living Unit for which the Assessments are made, or by interruption in the availability of the Lot, Living Unit or Common Area for any reason whatsoever. Except as provided in the following Section 9.9, whenever title to a Lot or Living Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

9.9 Institutional First Mortgagees.

(A) The liability of an “Institutional First Mortgagee” or its successor or assignees who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee’s acquisition of title shall be governed by Chapter 720, Florida Statutes, as it may be amended from time to time. The provisions of this Article 9 shall not apply unless the Institutional First Mortgagee joins the Master Association as a defendant in the foreclosure action. Joinder of Master Association is not required if, on the date the complaint is filed, Master Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

(B) The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Master Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Master Association to record a claim of lien against the Lot and proceed in the same manner as provided in this Article 9 for the collection of unpaid Assessments.

(C) The provisions of this Section 9.9 shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Master Association are secured by a lien recorded prior to the recording of the mortgage.

(D) In the event of the acquisition of title to a Lot by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Owners as a part of a common expense of the Master Association, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

9.10 Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 9.9 above, an Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while he or she is the Owner, and is also jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the

time of transfer of title. This liability is without prejudice to any right the current Owner may have to recover from the previous Owner the amounts paid by the current Owner.

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

(A) To charge interest on the unpaid amount, from the date payment is due until paid, at the highest rate allowed by law, as well as to impose a late payment fee of the greater of \$25.00 or five percent (5%) of the delinquent amount. This fee shall not be considered a “fine” as provided for in Section 10.3 below, and the procedural requirements for levying fines shall not apply to the imposition of late payment fees.

(B) To accelerate the due date for any and all remaining unpaid installments of the annual Assessment against the owner's Lot for the fiscal year.

(C) To file an action in equity to foreclose its lien. Unless otherwise required by law, the lien may be foreclosed by an action in the name of the Master Association in the same manner as provided in Section 720.3085, Florida Statutes.

(D) To bring an action at law for a money judgment against the owner, without waiving any lien foreclosure rights. The Master Association may refuse to accept any tendered payment that bears a restrictive endorsement, and such will be the equivalent of no payment. Payment by check is not deemed received until the check has cleared.

9.12 Estoppel Information. The Master Association shall, within ten (10) business days after receiving a written request for same, certify to any owner, prospective purchaser of a Lot, or mortgagee in writing (sometimes referred to as an “estoppel letter”) signed by an Officer or authorized agent of the Master Association, setting forth whether all Assessments and other sums due the Master Association have been paid. Such certificate may be relied upon by all interested persons except the Lot owner. The Master Association may charge a reasonable fee to issue an estoppel certificate. The fee for the preparation of such certificate shall be established by a written resolution of the Board or provided for in a management, bookkeeping, or maintenance contract. The Master Association may but is not obligated to respond to mortgagee questionnaires. If the Master Association chooses to respond to a mortgagee questionnaire the Master Association may charge up to \$200.00 (in addition to any charge for an estoppel letter) plus attorney’s fees for doing so.

9.13 Exempt Property. The following property shall be exempt from payment of base Assessments, Neighborhood Assessments, and special Assessments:

(A) All Common Areas.

(B) Any property conveyed, sold or dedicated to and accepted by any governmental authority or public utility. Such property shall also be exempt from payment of ISD Levies.

(C) Neighborhood Common Areas.

(D) ISD Properties.

In addition, the Declarant and/or the Master Association shall have the right, but not the obligation, to grant exemptions to certain persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such persons own property subject to this Master Declaration for purposes listed in Section 501(c) of the Internal Revenue Code.

9.14 Initial Capital Contribution. The first purchaser of each Lot or Living Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay to the Declarant an Initial Capital Contribution. The funds derived from Initial Capital Contributions shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive this requirement for some Lots and Living Units, if the first purchaser is a Builder. Unless subsequently adjusted by the Declarant, the amount of the Initial Capital Contribution shall be initially set as \$1,500.00.

9.15 Resale Capital Contribution. In addition to the Initial Capital Contribution, the Master Association may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Member. The amount of the Resale Capital Contribution and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the Resale Capital Contribution shall be initially set as \$1,500.00. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section 9.15, the term “conveyance” shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Contributions shall be considered an Assessment and can be collected as such in accordance with the provisions of this Article 9.

9.16 Exempt Transfers. Notwithstanding the above, no resale capital contribution shall be levied upon transfer of title to a Living Unit:

(A) By the Declarant to the initial Owner.

(B) By an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Living Unit was exempted from payment of the transfer fee pursuant to this Section 9.16, then this Section 9.16 shall not apply, and the Living Unit shall be subject to the transfer fee.

(C) By an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Living Unit was exempted from payment of the transfer fee pursuant to this Section 9.16, then this Section 9.16 shall not apply, and the Living Unit shall be subject to the transfer fee.

(D) Of an undivided interest in a Living Unit by the Owner thereof to any then-existing co-Owner of such Living Unit.

(E) To an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage.

9.17 Declarant Advances. Declarant may, in its sole and unbridled discretion, advance and loan monies or other property in lieu of monies to the Master Association for any purpose including providing working capital. Such advances shall be considered a loan by the Declarant to the Master Association and may be evidenced by a promissory note executed by the Master Association in favor of the Declarant. The Master Association, by and through its Officers, Directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Master Association and obligate the Master Association to repay all funds, monies, or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

10. COVENANT AND RULE ENFORCEMENT.

10.1 Enforcement Action. Judicial enforcement of these covenants and restrictions shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 Self-Help Remedies. Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Master Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Master Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 Suspension of Common Area and Town Center Use Rights; Fines. The Master Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, Guests, or invitees, or both, to use Common Areas, the Town Center, and facilities, and may levy reasonable fines, not to exceed the amount allowed by law, against any Member or any tenant, Guest, or invitee for any violation of the Governing Documents.

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

(B) The amount of a fine shall not exceed One Thousand Dollars (\$1,000.00) per violation, per day. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed Ten Thousand Dollars (\$10,000.00). A fine of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot or Living Unit.

(C) The requirements of this Section 10.3 do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay Assessments or other monetary obligations when due. For any delinquency in any Assessment or monetary obligation, the Master Association may suspend a Member's use rights of the Common Areas, the Town Center, and facilities at a Board meeting as provided by law.

(D) Suspension of Common Area, Town Center, and facilities use rights shall not impair the right of an Owner or tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(E) Collection of Fines. A fine shall be treated as a special charge due to the Master Association five (5) days after written notice from the Master Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee.

(F) Application. All monies received from fines shall become part of the common surplus.

(G) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Master Association may otherwise be entitled to recover at law from such Owner.

11. NEIGHBORHOOD ASSOCIATIONS.

11.1 Enforcement of Covenants by Declarant. As long as there is a Declarant Member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney fees) of such enforcement or maintenance pursuant to the provisions of this Declaration.

11.2 Entry Rights. Each Neighborhood Association and each Owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into the interior of any Living Unit that is owned by a person other than Declarant except in an emergency.

11.3 Maintenance of Neighborhood Common Areas. The Master Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

11.4 Neighborhood Covenants. If applicable, the documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded Exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing, and Guest occupancy, that are more restrictive than those set forth in the Governing Documents.

12. BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT ("ISD").

12.1 Establishment: Powers. Tucker's Cove lies within the boundaries of the Babcock Ranch Community Independent Special District ("ISD"). The ISD may provide and operate certain infrastructure facilities and community services, and has the authority to levy and collect fees, rates, charges, taxes, and assessments ("ISD Levies") to pay for, finance, and provide such facilities and services. The ISD Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the ISD. The ISD Levies are in addition to County and all other taxes and assessments provided for by law. The ISD Levies will either appear on the annual real estate tax bill for each Owner, in which case they will be payable directly to the

Charlotte County Tax Collector, or they will appear on a separate bill issued to each Owner by the ISD. All ISD Levies constitute a lien upon those portions of the Properties owned by any Owner. The ISD may be responsible for, without limitation, master stormwater management (drainage control), the surface water management system, water and sewer utilities, and landscaping and wetland mitigation. All Owners acknowledge and agree that facilities and services may be added to or removed from the ISD's responsibilities in the Declarant and/or ISD's sole and absolute discretion, which in all cases shall be subject to the prior approval of the ISD.

12.2 Taxes and Assessments. THE BABCOCK RANCH COMMUNITY INDEPENDENT SPECIAL DISTRICT ("ISD") IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE ISD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE ISD, AND ARE SET ANNUALLY BY THE BOARD OF SUPERVISORS OF THE ISD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE CHARLOTTE COUNTY TAX COLLECTOR, OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE ISD. THE TAXES AND ASSESSMENTS OF THE ISD CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE ISD.

BY ACCEPTANCE OF A DEED TO A LIVING UNIT AND/OR LOT, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES: (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES, AND ASSESSMENTS IMPOSED BY THE ISD WITH RESPECT TO THE OWNER'S UNIT; (II) TO ABIDE BY ALL OF THE ISD'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME; AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S UNIT THAT SUCH PROPERTY IS WITHIN THE ISD, THE FUNCTION OF THE ISD, AND THAT SUCH PURCHASER SHALL BE SUBJECT TO ISD ASSESSMENTS.

12.3 ISD Property Becoming Common Area. If Declarant determines that it is in the best interest of the Properties for any of the ISD Property to become Common Area, and if Declarant, the Master Association and the ISD all determine that such property should be conveyed to the Association, the ISD shall convey to the Master Association fee simple title to those portions of the ISD Property that are to become Common Area. However, any such areas conveyed to the Master Association may still include use rights held by the general public.

12.4 Common Area Becoming ISD Property. If Declarant determines, subject to any governmental requirements and the prior approval and acceptance by the ISD, that it is in the best interests of the Properties for any portion of the Common Area to be owned and/or administered by the ISD, rather than by the Master Association, such portions of the Common Area shall cease to be Common Area and shall thereafter be considered ISD Property. When a part of the Property becomes ISD Property, the expenses of administration and maintenance shall cease to be Master Association expenses. If required by law, or if deemed by Declarant to be in the best interests of the Properties, subject to the prior approval and acceptance by the ISD, the Master Association shall convey to the ISD the legal title to any Common Area that becomes ISD Property.

13. ENVIRONMENTAL AREAS AND ISSUES.

13.1 Assignment of Responsibilities. Within and adjacent to Tucker's Cove there are various types of property such as wetlands, drainage areas, conservation areas, open spaces, and buffers upon which restrictions, monitoring requirements, or other obligations may be imposed by local, state, federal, or other governmental agencies. The Declarant may from time to time and at any time deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to the Master Association and/or the ISD, which shall accept, own, maintain, and preserve the foregoing areas in accordance with the requirements of such agencies. All such areas that are conveyed, transferred, assigned to the Master Association, or otherwise placed within the Master Association's responsibility, shall become a portion of the Common Area, and the ownership, operation, and maintenance thereof shall be a common expense. Alternatively, the Declarant may deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to another community association, tax-exempt organization, independent special district, or similar type entity with which the Master Association shall cooperate, perform the responsibilities and obligations as set forth therein, and share in the costs.

Any of the properties and responsibilities within, adjacent to, or benefiting Tucker's Cove, such as wetlands, drainage areas, conservation areas, open spaces, signage, landscaping, and buffers may be included within the jurisdiction of the ISD. The Master Association shall cooperate with and perform the responsibilities delegated to it by the ISD.

13.2 Surface Water Management System. All surface water management systems (including, ditches, canals, lakes, and water retention ponds) within Tucker's Cove that are accepted by or constructed by the ISD, excluding those areas (if any) normally maintained by the County, will be the ultimate responsibility of the ISD, which may enter any Lot, tract, Common Area, or Neighborhood Common Area, and make whatever alterations, improvements, or repairs that are deemed necessary to provide or restore proper water management. The cost shall be the expense of the ISD. Nothing shall be construed to allow any person to construct any new water management facility or to alter any storm management systems or conservation areas without first obtaining necessary permits from all governmental agencies having jurisdiction, including the ISD.

(A) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways, or for the accumulation of runoff waters, as reflected in any permits therefor or plat or instrument of record, without the specific written permission of the ISD and the Declarant.

(B) An Owner or Neighborhood Association shall in no way deny or prevent ingress and egress by Declarant, the Master Association, the SFWMD, or the ISD to such Surface Water Management System and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Declarant, the Master Association, the SFWMD, the ISD, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(C) No Lot or Living Unit shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert, or change the established Surface Water Management System without the prior written consent of the Master Association, the SFWMD, the ISD, and the Declarant (so long as Declarant owns any portion of the Properties).

(D) Water management for any Lot, Living Unit, or Neighborhood shall be provided in accordance with the overall Surface Water Management System for the Properties. Surface water drainage and management, including, but not limited to, stormwater treatment and storage capacity, shall conform to the overall Surface Water Management System requirements and permits for the Properties and meet with the approval of the Declarant, the Master Association, and the ISD.

(E) Lakes and spillways in Tucker's Cove are not visual amenities to the Properties, but are part of a functioning water management system. As such, the water levels in the lakes are not guaranteed, and will fluctuate from time to time.

(F) The use of any lake or wetland within Tucker's Cove is managed by the Master Association or the ISD. No Owner may use the lakes within any part of the Properties in any manner except as may be permitted from time to time by the Master Association or the ISD, at the Master Association's or the ISD's sole and absolute discretion. Owners shall cooperate in maintaining the same in a clean, attractive, and pristine manner in order to be aesthetically pleasing.

(G) No boats or other watercraft powered by gasoline or diesel fuel shall be permitted on any body of water within the Properties except as may be required by the Master Association, the ISD, or the Declarant. Boat usage is expressly limited to the maintenance of the Surface Water Management System.

(H) The use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Master Association, the ISD, and the Declarant.

(I) No wells may be drilled, dug, or installed within any Lot or Living Unit, Common Area, or common element of any condominium, except by the Declarant or with the Declarant's written consent.

(J) As set forth in the Articles of Incorporation, the Master Association shall have perpetual existence. However, if the Master Association is dissolved, the Master Association's responsibility, if any, for the Surface Water Management System shall be transferred to another operation and maintenance entity that is acceptable to the SFWMD and has all of the powers and authority to accept the Surface Water Management System as required by Section 373.416, Florida Statutes, Chapter 62-330, F.A.C., and other rules and regulations of the SFWMD.

The South Florida Water Management District shall have the right to take enforcement actions, including civil actions for an injunction or penalty, against the violating party in order to compel the correction of any outstanding violations or problems with the Surface Water Management System or conservation or mitigation areas. Each Owner hereby agrees to indemnify and hold Declarant, the Master Association, and the ISD harmless from any and all claims, causes of action, injuries, and damages of any kind or nature, including, without limitation, actual attorney and paralegal fees, court costs, and other disbursements, including attorney and paralegal fees incurred on appeal, incurred by Declarant, the ISD, or the Master Association as a result of such Owner's use or misuse of any of the lakes or other bodies of water, regardless of the type, within the Properties.

13.3 Conservation Areas. THE CONSERVATION AREAS SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ISD OR THE MASTER ASSOCIATION AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR THE PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH;

REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Any portions of the Common Areas designated as a conservation area shall be maintained and preserved by the ISD or Master Association in accordance with the rules and regulations of Charlotte County, Florida, as well as the SFWMD any recorded conservation easement. The Master Association shall not, and shall not allow any person to, undertake or perform any activity or improvements to a conservation area or remove any native vegetation without the prior approval of the foregoing agencies. No excavation, placement of debris, dumping, construction, or other activity shall be permitted in a conservation area.

13.4 Open Space and Buffers. Any property conveyed or dedicated to the Master Association or the ISD, that is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Official Records, shall be owned and maintained by the Master Association or the ISD in a natural open condition. The Master Association, the ISD, or any Owner shall not do anything that diminishes or destroys the open space, buffers, preserve area, or conservation areas, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

Any landscape buffer installed and maintained in the Common Area under requirements of Charlotte County ordinances, or the requirements of any other governmental entity, and that is located in an easement area shall be permanently maintained by the Master Association. In the event that any portion of the landscaping consisting of trees and shrubs in such easement areas are removed, the Master Association shall replace the trees and shrubs with like size and species as a common expense of the Master Association and without expense to Charlotte County, Florida, or such other governmental entity with jurisdiction over the buffer.

13.5 Effluent Disposal and Water Supply. By the act of purchasing or occupying a Lot or Living Unit within the Properties, all Owners understand and irrevocably consent to the possibility of irrigation of the Common Area and other areas within the Properties with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction.

All Lots, Living Units, and Neighborhoods within the Properties may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line. OWNERS ARE HEREBY ADVISED THAT THE EFFLUENT AND NON-POTABLE WATER EMANATING FROM THE NON-POTABLE WATER SYSTEMS THROUGHOUT THE PROPERTIES MAY NOT BE SAFE OR APPROVED FOR HUMAN OR ANIMAL CONSUMPTION. ONLY THE POTABLE WATER AVAILABLE AT THE PROPERTIES SHALL BE CONSUMED. Each Owner and Neighborhood Association shall be required to connect the water lines on his or its Lot, Living Unit, or Neighborhood Common Area to the lines of the utility provider that is providing service within the Properties. The Declarant, its designees, successors, or assigns, shall have the exclusive right to develop and utilize the ground and surface water resources of the Properties for any legal purpose, including the distribution and use of such water within and beyond the Properties. The conveyance of any Lot or Living Unit to an Owner or parcel to a Builder by Declarant does not include the right to develop or utilize the ground or surface water resources within such Lot,

Living Unit, or parcel, or the right to use or extract any of the subsurface oil, gas, or minerals within such Lot, Living Unit, or parcel.

13.6 Environmental Permits and Reporting. The Master Association or the ISD shall be responsible for monitoring, maintaining, repairing, reporting, and performing obligations, including providing evidence of financial assurances for the performance of said obligations, arising out of any environmental permits as may be designated by Declarant from time to time. Declarant may notify the Master Association and/or the ISD in writing of the applicable environmental permit, along with a copy thereof or summary of the monitoring, maintenance, repair, reporting, or other performance obligations. No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Master Association, or ISD to areas necessary for the performance of such obligations arising under such environmental permits. The right of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Master Association and the ISD, any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress for purposes related to any environmental permits, and Declarant for so long as Declarant owns any Property for development and sale in the ordinary course of business.

14. INSURANCE.

14.1 Duty to Insure and to Reconstruct. Each Owner and/or Neighborhood Association, as applicable, shall at all times maintain property insurance on his Living Unit and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and shall complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and appearance, and shall utilize and conform with the original foundation and appearance of the original improvements, except as otherwise approved by the ARC.

14.2 Failure to Reconstruct. If the Owner of any Lot or Living Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 14.1 above, the Master Association shall give written notice to the Owner of his default. If the Owner has not notified the Master Association of satisfactory arrangements to meet his obligations within thirty (30) days after the Master Association mailed such notice, the Master Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to remove all debris and damaged improvements, or to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Master Association exercises the rights afforded to it by this Section 14.2, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot or Living Unit shall be deemed, to have assigned to the Master Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvements. The Master Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and Living Unit to secure payment.

14.3 Failure to Insure; Master Association as Additional Insured. For the purpose of this Article 14, each Owner of a Lot or Living Unit within Tucker's Cove agrees that the Master Association shall be an additional insured under any contract of property insurance and/or flood insurance relating to his Lot and improvements constructed thereon. Further, the Master Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements, taking into account local construction costs and property values as they may, from time to time exist. The Master

Association has the right to require each Owner to produce proof of insurance. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Master Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Master Association may but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Master Association's benefit. The costs incurred by the Master Association in procuring insurance shall become due and payable by the Owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Master Association notifying the Owner, in writing, that it has procured such insurance, and the costs thereof.

14.4 Master Association's Right of Entry. For the purpose of performing the duties authorized by this Article 14, the Master Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot at reasonable hours.

14.5 Master Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Master Association as agent for the Owners without naming them, and their mortgagees.

14.6 Required Coverage. The Master Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements (if any) within the Common Areas, with coverage equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm), vandalism, malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and/or non-owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.

(D) Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Master Association funds.

In addition, the Master Association shall, if so specified in a Supplemental Declaration applicable to any Neighborhood, obtain and maintain property insurance on the insurable improvements within such Neighborhood. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Living Unit insured.

Premiums for all insurance on the Common Areas shall be Common Expenses, except that premiums for property insurance on Living Units within a Neighborhood shall be a Neighborhood Expense.

The Master Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Master Association and Owners. Some of the more common options include:

- (1) Flood insurance.
- (2) Broad Form Comprehensive General Liability Endorsement.
- (3) Directors and Officers Liability.
- (4) Medical Payments.
- (5) Leakage, seepage, and wind-driven rain.
- (6) Endorsement for loss by operation of local ordinance.

14.7 Description of Coverage. A detailed summary of the coverage included in the Master Association's policies shall be available for each Owner upon request. All Master Association insurance policies shall be available for inspection by Owners upon request.

14.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against Owners, the Master Association, or their respective servants, agents, or Guests, except for any claim based primarily upon gross negligence evidencing reckless, willful, or wanton disregard for life or property.

14.9 Insurance Proceeds. All insurance policies purchased by the Master Association shall be for the benefit of the Master Association, and all proceeds shall be payable to the Master Association.

14.10 Distribution of Proceeds. Proceeds of insurance policies received by the Master Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Master Association's common surplus.

14.11 Master Association as Agent. The Master Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Master Association for damage or loss to the Living Units.

14.12 Reconstruction of Common Areas. Damaged improvements on the Common Area shall be repaired or reconstructed unless the Declarant Member, if any, votes not to repair or reconstruct or after the period of the Declarant membership at least 75% of the total Class "A" votes in the Master Association vote not to repair or reconstruct. Except as otherwise provided in any written agreement between Declarant and Declarant's mortgagee, no mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Master Association in a neat and attractive, landscaped condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Master Association for the benefit of its Members and placed in a capital improvements account. This is a covenant for the benefit of mortgagees and may be enforced by the mortgagee of any affected Lot or Living Unit. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the membership, levy Special Assessments to cover the shortfall.

15. RIGHTS OF DECLARANT. In addition to those provided elsewhere in the Governing Documents, the Declarant shall have the following rights and privileges:

15.1 Sales Activity. While one or more Lots or Living Units are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots or Living Units and the Common Areas or Neighborhood Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other

offices for use in selling or providing warranty services to any part of Tucker's Cove, including temporary trailers or other structures used for sales marketing, or construction purposes. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas, as applicable, to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases, and promotion of Tucker's Cove. No Owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's sales efforts.

15.2 Assignment of Rights to Successor Declarant. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Master Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

15.3 Use of Common Areas. The Declarant has the right and authority, as long as that Declarant owns any Lot or Living Unit, to use the Common Areas without charge for a sales office, for promotional activities, and other special events whether private or open to the public, to promote Tucker's Cove and to assist in its overall marketing effort.

15.4 Security; Non-Liability of Declarant and Master Association. The Declarant and the Master Association shall not be liable if security services are not provided.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF TUCKER'S COVE ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN TUCKER'S COVE.

NEITHER THE MASTER ASSOCIATION NOR THE DECLARANT SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE, OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEM, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN TUCKER'S COVE.

15.5 Miscellaneous.

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of Tucker's Cove as a place to live and play, including a harmonious relationship among structure, vegetation, and topography.

(B) Any use of Common Areas other than the uses intended pursuant to this Master Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Tucker's Cove that it holds for the purpose of development.

(C) The Declarant has the right to replat unsold portions of the Properties without the joinder or consent of any Owner.

(D) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Tucker's Cove to an Owner other than the Declarant.

15.6 Management Contract. Declarant shall have the right and the power to enter into professional management contracts on behalf of the Master Association before turnover of control of the Master Association.

15.7 Appointment of Directors. As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Board of Directors of the Master Association, provided, however, that Members other than the Declarant are entitled to elect at least one Director of the Master Association (but not a majority of the Directors of the Board) once fifty-percent (50%) percent of the Lots, Living Units and parcels in all phases of Tucker's Cove that will ultimately be operated by the Master Association have been conveyed to Members. Declarant shall have the right to appoint at least one Director until the time specified in Article 7 of the Bylaws.

15.8 Declarant's Inaction. Neither the execution and recordation of this Master Declaration, nor the creation of any Master Association or other entity, nor the recordation of any other instrument subjecting any land in Tucker's Cove to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Master Association or to any other entity;

(B) Declarant, the Master Association or any other entity, to perform any act permitted by this Master Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

15.9 Assignment of Rights to Builders. In addition to any other rights of assignment, any or all of the rights and obligations of the Declarant set forth in this Master Declaration or the Bylaws may be transferred and assigned, in whole or in part, to any Builder, provided that transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Master Declaration or Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant. The foregoing sentence shall not preclude Declarant from permitting Builders or other persons to exercise on a one time or limited basis, any right reserved to Declarant in this Master Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment.

16. RIGHTS OF MORTGAGEES.

16.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common

Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

16.2 Mortgage Foreclosure. Except as otherwise provided by Florida law, an Institutional Mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure in which the Master Association has been named as a defendant in the initial complaint, shall be liable for Assessments levied against such Lot or Living Unit in the same manner as provided in Section 9.8 unless the mortgagee is entitled to limited liability for delinquent Assessments as provided in Chapter 720, Florida Statutes, which currently requires the lender to pay the Master Association the lesser of one percent (1%) of the original mortgage indebtedness, or the sum of the regular and special Assessments that accrued or became due during the twelve (12) months immediately preceding acquisition of title by the lender, and as Chapter 720, Florida Statutes, as amended from time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any unpaid Assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any Assessments or charges coming due during the period of such ownership.

16.3 Right to Inspect Documents and Books. The Master Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Master Association and financial statements of the Master Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

16.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Master Association for the immediately preceding fiscal year.

16.5 Lender's Notices. Upon written request to the Master Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of Assessments or charges owed by the Owner of any Lot or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association. An increase in coverage or a change of insurer does not require notice under this Section 16.5.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

17. DURATION OF COVENANTS; AMENDMENT.

17.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Master Declaration shall run with and bind the property within Tucker's Cove, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Master Declaration in the Official Records of Charlotte County, Florida. Upon the expiration of said initial period this Master Declaration shall be automatically

renewed and extended for an unlimited number of successive ten (10) year periods; this Master Declaration, as it may be amended, being automatically renewed, and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

17.2 Termination. After turnover this Master Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all classes of the Members of the Master Association vote in favor of terminating this Master Declaration. Written notice of any meeting at which a proposal to terminate this Master Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Master Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the Official Records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Master Declaration. The termination shall be effective on the date the Certificate is recorded in the Official Records.

17.3 Amendments. This Master Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Master Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the voting interests.

17.4 Procedure. Upon any amendment or amendments to this Master Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

17.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Master Declaration, a proposed amendment to this Master Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3) of the voting Members present, in person or by proxy and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

17.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Master Declaration, which certificate shall be executed by Officers of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Official Records of the County. The certificate must set forth the location in the Official Records of the County where this Master Declaration was originally recorded.

17.7 Proviso. Regardless of any other provision in this Master Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Master Declaration, can be effective to change the Master Association's responsibilities, if any, for the Surface Water Management System or the conservation areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment that would affect the Surface Water Management System, or the conservation areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the ISD, any such amendment shall likewise require the consent of the ISD.

17.8 Exceptions. Wherever in this Master Declaration the consent, approval, or affirmative vote of two-thirds (2/3) or more of the voting interests of the Members is required to authorize or take a

particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

17.9 Amendment of Provision Relating to Declarant. As long as a Declarant holds any Lot or Living Unit for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without its written consent.

17.10 Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Master Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Master Declaration, and any recorded exhibit hereto. In addition, Declarant shall have the unilateral right to add, annex, withdraw or subtract any property from the jurisdiction of this Master Declaration. This right shall expire at such time as no Declarant holds any property for sale in the ordinary course of business within Tucker's Cove.

17.11 Limitations. No amendment to any of the Governing Documents shall be effective to materially and adversely change any Member's voting rights as set forth in Section 2.2 of the Bylaws unless all Members affected first consent in writing to said amendment.

17.12 Exhibits. Exhibit "A" and Exhibit "A-1" attached to this Master Declaration are incorporated by this reference and amendments of such Exhibits shall be governed by this Article 17. Exhibit "B" is attached for informational purposes and may be amended as provided therein. Exhibit "C" is attached for informational purposes and may be amended as provided therein. Exhibit "D" is attached for informational purposes.

18. GENERAL PROVISIONS.

18.1 Other Documents. Declarant, the Master Association, and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

18.2 Severability. If any covenant, condition, restriction, or other provision of this Master Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Master Declaration, all of which shall remain in full force and effect.

18.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Master Association with another corporation as provided by law, the Master Association's rights, obligations, and property may, by operation of law, be transferred to another surviving or consolidated association, or the ISD, or alternatively, retain the rights, obligations, and property of the Master Association as the surviving corporation. The surviving or consolidated corporation or ISD may administer this Master Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme. Notwithstanding the foregoing, merger, or consolidation of the Master Association with any other party, including an independent special district, shall have no effect on altering or changing any granted power in the Charter of the ISD.

18.4 Dissolution. If the Master Association is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit shall continue to be subject to the Assessments provided for in Article 9, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Master Association (as the case may be) for such Assessment to the extent that such

Assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.

18.5 Gender; Number. Wherever in this Master Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

18.6 Notices.

(A) To Declarant. Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State, or at any other location designated by Declarant.

(B) To the Master Association. Notices to the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Master Association.

(C) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the Official Records of the County.

(D) To ISD. Notices to the ISD as may be required herein, shall be in writing and shall be delivered or mailed to the ISD at its principal place of business as shown by the records of the State of Florida Department of Community Affairs.

18.7 Construction. The provisions of this Master Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

18.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

18.9 Interpretation. The Board of Directors of the Master Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Master Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

18.10 Applicable Statutes. The validity, application, and construction of this Master Declaration and its Exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Master Declaration.

18.11 Rights Limited to Express Terms of Governing Documents. Every Member of the Master Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Master Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every prospective Member should make his decision to purchase within Tucker's Cove based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Governing Documents.

IN WITNESS WHEREOF, the Declarant has caused this Master Declaration to be duly executed this _____ day of _____, 20____.

WITNESSES:

Sign: _____

Print: _____

Sign: _____

Print: _____

LENNAR HOMES, LLC

a Florida limited liability company

By: _____

Print: Darin McMurray

Title: Vice President

STATE OF FLORIDA

COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by Darin McMurray as Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

Notary Seal/Stamp

NOTARY PUBLIC

Sign: _____

Print: _____

EXHIBIT “A”
(Legal Description of the Lands)

LESS AND EXCEPT THEREFROM:

*** (Town Center Property)

EXHIBIT “A-1”
(Legal Description of the Town Center Property)

EXHIBIT “B”

ARTICLES OF INCORPORATION OF TUCKER’S COVE MASTER PROPERTY OWNERS ASSOCIATION, INC.

Pursuant to Section 617.01201, Florida Statutes, these Articles of Incorporation are created by the undersigned, Pavese Law Firm, as the Authorized Member of PLF Registered Agent, L.L.C., 1833 Hendry Street, Fort Myers, Florida 33901, for the purposes set forth below.

ARTICLE I

NAME: The name of the corporation is Tucker’s Cove Master Property Owners Association, Inc. (“Master Association”).

ARTICLE II

PRINCIPAL OFFICE: The initial principal office of the corporation is located at 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

ARTICLE III

PURPOSE AND POWERS: This Master Association will not permit pecuniary gain or profit nor distribution of its income to its Members, Officers, or Directors. It is a corporation not-for-profit organized on a non-stock basis for the purpose of providing a residential homeowners association. For the accomplishment of its purpose, the Master Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit, except as limited or modified by these Articles of Incorporation and a Master Declaration of Covenants, Conditions and Restrictions (“Master Declaration”) to be recorded in the Public Records of Charlotte County, Florida, and shall have all of the powers and authority reasonably necessary or appropriate to the operation and regulation of a residential neighborhood subject to the said recorded Master Declaration, as it may from time to time be amended, including, but not limited to, the power to:

(A) Fix, levy, collect, and enforce payment, by any lawful means, all charges or assessments levied pursuant to the Master Declaration, and pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Master Association, including all license fees, taxes, or governmental charges.

(B) Enforce any and all covenants, conditions, restrictions, and agreements applicable to the residential neighborhood known as Tucker’s Cove.

(C) Acquire (by gift, purchase, or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Master Association.

(D) Borrow money, and mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security.

(E) Dedicate, sell, or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

(F) Purchase policies of insurance upon the properties and use the proceeds from such policies to effectuate its purposes.

(G) Participate in mergers and consolidations with other non-profit corporations organized for the same or similar purposes, or to annex additional property and Common Areas, provided that merger, consolidation, or annexation shall have the consent of at least two-thirds (2/3) of the voting interests of the Master Association.

(H) Establish rules and regulations in accordance with the Governing Documents.

(I) Sue and be sued.

(J) Exercise any and all powers, rights, and privileges that a homeowners association organized under Chapter 720, Florida Statutes, may now or hereafter have or exercise, subject always to the Master Declaration, as amended from time to time.

(K) Contract for services necessary to operate and maintain the Common Areas and improvements located thereon.

(L) To be the responsible entity to operate and maintain the Surface Water Management System as permitted by the South Florida Water Management District, including, but not limited to, all lakes, retention areas, culverts, and related appurtenances.

ARTICLE IV

DIRECTORS AND OFFICERS:

(A) The affairs of the Master Association will be administered by a Board of Directors consisting of the number of Directors set in the Bylaws, but never less than three (3), and in the absence of a Bylaw provision shall consist of three (3) Directors.

(B) Directors of the Master Association shall be elected by the Members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

(C) The business of the Master Association shall be conducted by the Officers designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting after the annual meeting of the Members and shall serve at the pleasure of the Board.

ARTICLE V

INITIAL DIRECTORS:

The initial Directors and Officers of the Master Association shall be:

Gregory Roughgarden	President/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33966
Matthew Koratich	Vice President/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33966
David Negip	Secretary/Treasurer/Director	10481 Six Mile Cypress Parkway Fort Myers, Florida 33966

ARTICLE VI

REGISTERED OFFICE AND INITIAL REGISTERED AGENT: The street address of the initial Registered Office of the Master Association is 1833 Hendry Street, Fort Myers, Florida 33901. The name of the initial Registered Agent of the Master Association is PLF Registered Agent, L.L.C.

ARTICLE VII

INCORPORATOR: The name and address of the incorporator is PLF Registered Agent, L.L.C., 1833 Hendry Street, Fort Myers, Florida 33901.

ARTICLE VIII

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in the Bylaws of the Master Association. However, all Owners of Lots within Tucker's Cove shall be Members of the Master Association.

ARTICLE IX

STORMWATER MANAGEMENT SYSTEM: In addition to the powers set forth in Article III, the Master Association shall also have the following powers and duties applicable to the Stormwater Management System:

(A) Unless the operation and maintenance is conveyed to another entity, the Master Association shall operate, maintain, manage, and control the Stormwater Management System in a manner consistent with the requirements of the South Florida Water Management District permit as filed

and all applicable rules, and shall have the power to assist in the enforcement of the restrictions and covenants contained the Governing Documents.

(B) The Master Association shall levy and collect adequate assessments against members of the Master Association for the costs of maintenance and operation of the Stormwater Management System.

(C) The Stormwater Management System assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage, structures, and drainage easements.

ARTICLE X

TERM: The Master Association shall commence upon the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Master Association shall have perpetual existence. Notwithstanding anything herein to the contrary, the Master Association may be terminated in accordance with the Master Declaration and the Bylaws, subject however to any required prior governmental approval, and provided that, upon such termination, proper written consent must be duly recorded in the Public Records of Charlotte County, Florida. In the event of dissolution, the assets owned by the Master Association, including, without limitation, the control and right of access to all surface water management system facilities, shall be conveyed or dedicated to an appropriate agency of local government, and if such agency refuses to accept such assets, then such assets shall be transferred to a non-profit corporation similar to the Master Association.

ARTICLE XI

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

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

(B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe it was lawful.

(C) A transaction from which the Director or Officer derived or sought to derive an improper personal benefit.

(D) Recklessness, or an act or omission that was committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard for human rights, safety, or property in an action by or in the right of someone other than the Master Association or a Member.

(E) Wrongful conduct by Directors or Officers appointed by the Declarant in a proceeding brought by or on behalf of the Master Association.

In the event of a settlement, there is no right to indemnification unless a majority of the disinterested Directors approve such settlement as being in the best interest of the Master Association. The foregoing rights of indemnification shall be in addition to, and not exclusive of, all other rights to which a Director or Officer may be entitled.

ARTICLE XII

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

ARTICLE XIII

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

(A) Proposal. Amendments to these Articles may be proposed by a majority of the Board or by petition to the Board signed by at least one-fourth (1/4) of the voting interests of the Master Association.

(B) Procedure. A proposed amendment must be submitted to a vote of the Members not later than the next annual meeting for which proper notice can still be given.

(C) Vote Required. Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least two-thirds (2/3) of the voting interests of the Master Association present in person or by proxy at any annual or special meeting called for the purpose, provided that notice of any proposed amendment must be given to the Members of the Master Association, and the notice must contain the full text of the proposed amendment.

(D) Effective Date. An amendment becomes effective upon filing with the Secretary of State and recording a certified copy in the Public Records of Charlotte County, Florida, with the same formalities as are required in the Master Declaration for recording amendments to the Master Declaration.

For the purpose of forming the Tucker's Cove Master Property Owners Association, Inc., under the laws of the State of Florida, the undersigned, Pavese Law Firm, as the Authorized Member of PLF Registered Agent, L.L.C., being the incorporator of Tucker's Cove Master Property Owners Association, Inc., has executed these Articles of Incorporation as of the _____ day of _____, 20____.

PLF REGISTERED AGENT, L.L.C.
a Florida limited liability company

By: Pavese Law Firm
its Authorized Member

By: _____
Christopher L. Pope, Partner

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence this _____ day of _____, 20____, by Christopher L. Pope, Partner with Pavese Law Firm, the Authorized Member of PLF Registered Agent, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)

NOTARY PUBLIC

Sign: _____
Print: _____

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated Tucker's Cove Master Property Owners Association, Inc., at the place designated in this Certificate, hereby agrees to act in this capacity, is familiar with and accepts the obligations of this position, and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of his duties.

Dated this _____ day of _____, 20_____.

PLF REGISTERED AGENT, L.L.C.
a Florida limited liability company

By: Pavese Law Firm
its Authorized Member

By: _____
Christopher L. Pope, Partner

EXHIBIT “C”

BYLAWS OF TUCKER’S COVE MASTER PROPERTY OWNERS ASSOCIATION, INC.

1. GENERAL. These are the Bylaws of Tucker’s Cove Master Property Owners Association, Inc. (“Master Association”), a Florida corporation not-for-profit, organized for the purposes set forth in the Articles of Incorporation.

1.1 Principal Office. The principal office of the Master Association shall initially be at 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966, and shall subsequently be at such location as may be determined by the Board of Directors.

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

1.3 Definitions. All terms defined in the Master Declaration of Covenants, Conditions and Restrictions for Tucker’s Cove (“Master Declaration”), to which these Bylaws are attached as an Exhibit, shall be used with the same meanings as defined therein.

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Article 4 of the Master Declaration.

2.1 Membership. Every person or entity who or that is a record Owner of a fee or undivided fee interest in any Lot or Living Unit that is subject to the Master Declaration shall be a Member of the Master Association, provided that any such person or entity who holds record ownership merely as security for the performance of an obligation shall not be a Member of the Master Association.

2.2 Voting Rights. The votes of the classes of Members of the Master Association shall be cast by their respective classes of Voting Members as follows:

(A) Class “A”. Class “A” Members shall be all those Owners as defined in Section 2.1 above, with the exception of the Declarant (as to Declarant, as long as the Class “B” membership shall exist, and thereafter the Declarant shall be a Class “A” Member to the extent it would otherwise qualify).

(B) Class “B”. The Declarant shall be a voting Member for each Lot or Living Unit it owns. Declarant membership and voting rights shall cease to exist at the Turnover Meeting described in Article 7 of these Bylaws, but all of the Declarant’s other rights and privileges as the Declarant, as set forth elsewhere in the Master Declaration or in these Bylaws, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor developer. Until the Turnover of control as described in Article 7 below, the Declarant shall have the number of votes in all matters equal to the total combined votes of the other classes of Members, plus 100 votes.

2.3 Rights and Privileges of Members. Each Member is encouraged to take an active interest in Master Association affairs.

(A) Every Member shall have the right to:

- (1) Have his vote cast at the meetings of the Members.
- (2) Serve on the Board if elected.
- (3) Serve on committees.
- (4) Attend membership meetings.

(B) Every Member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the Member, subject to the rules of the Master Association and the right of the Master Association to charge admission and other fees for the use of any facilities.

(C) A Member is in good standing if he is current in the payment of all Assessments and other financial obligations to the Master Association and his membership is not suspended.

2.4 Delegation of Rights to Use Common Areas.

(A) In accordance with Section 4.4 of the Master Declaration, a Member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of Guests if accompanied by the Member; or
- (2) Residential tenants who reside in the Member's Living Unit.

(B) In the case of residential tenants of the Member's Living Unit, the delegating Member must give prior written notice to the Master Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A Member who has delegated his use privileges and is not in residence in Tucker's Cove may not use Common Areas during the period of the delegation, except as a Guest of another Member. A Member may not be the Guest of his tenant.

(D) Members shall be responsible for keeping the Master Association informed as to the identity and relationship of any persons who normally reside with the Member and intend to utilize the Common Areas.

(E) The Board of Directors may limit the number of Guests or the frequency or duration of any Member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or Guests, which fees may be different from fees charged to Members for their use.

2.5 Suspension of Membership. As further provided in Section 10.3 of the Master Declaration, the Board may suspend a Member's membership in the Master Association:

(A) For the period of time during which an Assessment against the Member remains unpaid more

than ninety (90) days after the date it was due and payable.

(B) For a reasonable period during or after any infraction of the Master Association's rules and regulations by a Member or by any person to whom he has expressly or impliedly delegated his use privileges.

(C) For misuse, abuse, or intentional destruction of Master Association property, real or personal.

Suspension of any Member's membership temporarily revokes the Member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Master Association affairs. A suspension shall in no way impair the enforceability of any Assessment or lien therefor, or the authority of the Master Association to assess and collect any future Assessment and lien, nor shall it impair the Member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

2.6 Electronic Voting. Electronic voting may occur in and for the Master Association under the terms and provisions of the following:

(A) In order for electronic voting to occur on any Master Association matter, the Board must first pass a resolution authorizing same, which resolution must:

(1) Provide that Members receive notice of the opportunity to vote through an online voting system.

(2) Establish reasonable procedures and deadlines for Members to consent, in writing, to online voting.

(3) Establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent.

(B) Once such a resolution has been passed, elections and other membership votes may be conducted through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met:

(1) The Master Association shall provide each Member with a method or means:

(a) To authenticate the Member's identity to or within the online voting system.

(b) To confirm, at least fourteen (14) days prior to the date of the vote or the voting deadline, that the Member's electronic device can successfully communicate with the online voting system.

(c) That is consistent with the election and voting procedures in these Bylaws and the other Governing Documents.

(2) The Master Association utilizes an online voting system that is able to:

(a) Authenticate the Member's identity.

(b) Authenticate the validity of each electronic vote to ensure that the vote is not altered in transit.

(c) Transmit a receipt from the online voting system to each Member who casts an electronic vote.

(d) Permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors).

(e) Store and keep electronic ballots accessible to election officials for recount, inspection, and review.

(C) A Member voting electronically pursuant to or as a result of this Section 2.6 shall be counted as being in attendance at the meeting for purposes of determining a quorum.

(D) A Member's consent to online voting is and shall remain valid until the Member opts out of online voting pursuant to the procedures established by the Board.

(E) This Section 2.6 shall apply to any matter that requires a vote of the Members.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held at a date, time, and place designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members. The annual meeting is a general meeting and, unless the law or the Governing Documents require otherwise, notice of the annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special Members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by Members entitled to cast at least twenty-five percent (25%) of the votes of the Master Association. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a Members meeting by the presence, in person or by proxy, of at least thirty percent (30%) of the total voting interests.

3.4 Vote Required to Transact Business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to each Member at the address last provided to the Master Association by the Members. The notices must be mailed or delivered by the Master Association not less than fourteen (14) days prior to the date of the meeting. Notice may also be furnished by electronic transmission to any Member who has consented to receive notice by electronic transmission. Consent by a Member to receive notice by electronic transmission shall be revocable by the Member by written notice to the Master Association.

3.6 Adjourned Meetings. Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meetings 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 Section 720.303(2), Florida Statutes. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date.

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

- (A) Determination that a quorum has been attained
- (B) Reading or waiver of reading of minutes of last Members' meeting
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.8 Minutes. Minutes of all meetings of the Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 Parliamentary Rules. Robert's Rules of Order (latest edition) shall govern the conduct of the Master Association meetings when not in conflict with the law, with the Master Declaration, or with these Bylaws. The Presiding Officer may appoint a Parliamentarian, but the decision of the Presiding Officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 Action by Members Without a Meeting. Except for the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date that appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this Section 3.10 affects the rights of Members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

4. BOARD OF DIRECTORS. The administration of the affairs of the Master Association shall be by a Board of Directors. All powers and duties granted to the Master Association by law, as modified and explained in the Master Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the Members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

- (A) Manage and control the affairs of the Master Association.
- (B) Appoint and remove at its pleasure all Officers, agents, and employees of the Master Association; prescribe their duties; fix their compensation; and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any Member, Officer, or Director of the Master Association in any capacity whatsoever.

(C) Establish, levy, assess, and collect any Assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institutions as depository for Master Association funds, and the Officers authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Master Association purposes, and assign, pledge, mortgage, or encumber any Common Areas or future revenues of the Master Association as security therefor.

(F) Adopt, amend, or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Master Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Master Association property.

(G) Cause the Master Association to employ sufficient personnel to adequately perform the responsibilities of the Master Association.

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas.

(I) Make improvements to the Common Areas.

(J) Establish committees of the Master Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate.

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the Master Association, and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Master Association.

4.2 Number; Qualifications. Until Turnover of control of the Master Association from Declarant to the non-Declarant Owners, the affairs of the Master Association shall be managed by a Board of three (3) Directors. A Director must be a Member or the spouse of a Member, except that the Directors elected or appointed by the Class "B" Member need not be Members and may be the officers and/or employees of Declarant. Subsequent to turnover of control of the Master Association, the Board of Directors shall consist of no fewer than three (3) and nor more than seven (7) members, such number to be determined by the Board from time to time.

4.3 Term of Office. Prior to Turnover, each Director shall be elected for a term of one (1) year, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected. After Turnover, in order to provide for a continuity of experience by establishing a system of staggered terms of office, in the first election in which Owners other than the Declarant elect at least a majority of the Directors, a majority number of the elected candidates shall each be elected for a term that expires at the final adjournment of the second annual meeting following Turnover. The other elected candidates shall be elected for a term that expires at the final adjournment of the next annual meeting. Thereafter, all Directors shall be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected, or at such other time as may be provided by law. Directors shall be elected by the Members as described in Section 4.4 below, or in the case of a vacancy,

as provided in Section 4.6 below. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once received by the Master Association.

4.4 Nominations and Election of Directors. Except as otherwise provided herein and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Members at the annual meeting of the Master Association. Notwithstanding the foregoing, until such time as the Class “B” membership in the Master Association terminates, the Class “B” Member shall have the right to appoint Directors in accordance with the provisions of the Master Declaration and Chapter 720, Florida Statutes.

(A) Directors shall be elected in accordance with Chapter 720, Florida Statutes, these Bylaws, and the election rules, if any, and the process established and utilized by the Board of Directors.

(B) Not less than sixty (60) days before a scheduled election, the Master Association shall mail or deliver, whether by separate Master Association mailing or included in another Master Association mailing or delivery, including regularly published newsletters and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a First Notice of Annual Meeting with the date of the election. Any eligible person who nominates himself to be a candidate may do so no later than forty (40) days prior to the annual meeting and may also submit a resumé by such deadline on one side of an 8-½” x 11” sheet of paper. As Members have been given the opportunity to nominate themselves in advance and prior to the annual meeting where the election will take place, nominations from the floor will not be accepted.

(C) Not less than fourteen (14) days prior to the annual meeting, the Master Association shall send a Second Notice of Annual Meeting to all Members, along with an election ballot for the election of Directors, any timely submitted candidates’ resúmes, a proxy, and any other documents in the Board’s discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed alphabetically by surname.

(D) If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast. A quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The Board may require all election ballots to be received by the Master Association at some point prior to the annual meeting so that votes can be tallied prior to the annual meeting and the results announced at the annual meeting.

(E) The candidates who are elected shall take office upon the adjournment of the annual meeting.

(F) No election shall be necessary if the number of candidates is fewer than or equal to the number of vacancies.

(G) In addition to the foregoing, to the extent that the Master Association wishes to provide for and allow Members to vote electronically, Members who have consented to vote electronically shall be permitted to do so as otherwise provided for by Section 720.317, Florida Statutes, as amended from time to time.

4.5 Certification. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary of the Master Association that he has read the Master Association’s Declaration, Articles of Incorporation, Bylaws, and current written rules and policies; that he will work to uphold such documents and policies to the best of his ability; and that he will faithfully discharge his fiduciary responsibility to the Master Association’s Members. In lieu of the written certification, the newly

elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director on the Board. A Director who does not timely file the written certification or educational certificate is suspended from the Board until he complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Master Association shall retain each Director's written certification or educational certificate for five (5) years after the Director's election; however, the failure to retain the certificate does not affect the validity of any Board action.

4.6 Vacancies and Removal.

(A) Except as to vacancies resulting from removal of Directors by Members as provided for elsewhere herein, vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by the Class "B" Member shall be filled by the Class "B" Member; and (ii) a vacancy in a directorship elected by Class "A" Members shall be filled with a Class "A" Member.

(B) Any Director elected by the Members (other than the Class "B" Member) may be removed from the Board of Directors with or without cause by a majority of the votes of the Class "A" Members at a special meeting called for that purpose or by written agreement signed by the Members entitled to cast a majority of the Class "A" Member votes. The vacancy in the Board of Directors so created shall be filled by the Members at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

(C) A Director or Officer charged by information or indictment with a felony theft or embezzlement offense involving the Master Association's funds or property is removed from office. The Board shall fill the vacancy according to general law until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director or Officer shall be reinstated for any remainder of his term of office.

4.7 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular Meetings. After Turnover of control, regular meetings of the Board shall be held at such time and place in Charlotte County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly, or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director personally, or by mail, electronic mail, facsimile, or telephone at least ten (10) days before the day named for such meeting. At regular meetings any business of the Master Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.9 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days' notice of a special meeting shall be given to each Director personally, or by mail, electronic mail, facsimile, or telephone, which notice shall state the date, time, place, and purposes of the meeting. Business conducted at a special meeting shall be

limited to the items specified in the notice of the meeting.

4.10 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Master Association business. All meetings of the Board shall be open to all Members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance of the meeting, except in an emergency. 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 such assessments. Any Owner may audio or video record meetings of the Board. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing Officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 Vote Required. Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors. A Director who is present at a meeting of the Board shall be deemed to have voted with the majority on any action taken unless he voted against such action or abstained from voting because of an asserted conflict of interest.

4.14 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

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

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

4.17 Emergency Powers. In the event of an “emergency” as defined in Section 4.17(G) below, the Board of Directors of the Master Association may exercise the emergency powers as described in this Section 4.17, and any other emergency powers authorized by Sections 617.0207, 617.0303, and 720.316, Florida Statutes, as amended from time to time.

(A) The Board may name as Assistant Officers persons who are not Directors, which Assistant Officers shall have the same authority as the Executive Officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Master Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section 4.17 to further the ordinary affairs of the Master Association shall bind the Master Association, and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any Officer, Director, or employee of the Master Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section 4.17, an “emergency” exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

(1) A state of emergency declared by law enforcement authorities.

(2) A hurricane warning.

(3) A partial or complete evacuation order.

(4) A designation by federal or state government as a “disaster area.”

(5) A catastrophic occurrence, whether natural or man-made, that seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.18 Committee Meetings. The provisions of this Article 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the Members, to which the Board has delegated its decision-making powers. The meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member of the Master Association must be conducted with the same formalities as required for meetings of the Board.

5. OFFICERS.

5.1 Officers and Elections. The Executive Officers of the Master Association shall be a President and a Vice President, each of whom must be Directors of the Master Association, and a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any Officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other Officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Master Association. If the Board so determines, there may be more than one Vice President.

5.2 President. The President shall be the Chief Executive Officer of the Master Association; shall preside at all meetings of the Members and Directors; shall be ex officio a member of all standing committees; shall have general and active management of the business of the Master Association; and shall see that all orders and resolutions of the Board are carried into effect. The President shall execute bonds, mortgages, and other contracts or documents requiring the seal of the Master Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another Officer or agent of the Master Association.

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

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required; shall give, or cause to be given, notice of all meetings of the Members and of the Board of Directors, and perform such other duties as may be prescribed by the Board or the President; shall keep in safe custody the seal of the Master Association and, when authorized by the Board, affix the same to any instrument requiring it; and shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if one has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe keeping, and disbursement of funds and securities of the Master Association; shall keep full and accurate accounts of receipts and disbursements in books belonging to the Master Association; shall deposit all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors; shall prepare the budget for the Master Association; shall be responsible for disbursing the funds of the Master Association, and making proper vouchers for such disbursements; and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Master Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if one has been designated.

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

6.1 Depository. The Master Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida, as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Master Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

6.2 Budget. The Board of Directors, at a duly noticed Board of Directors meeting each year, shall adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Declarant, or another person. The Master Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

6.3 Reserves. The Board may, but shall not be obligated to, establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures, or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for Special Assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

6.4 Fidelity Bonds. The Treasurer and all other Officers who are authorized to sign checks and all Directors and employees of the Master Association handling or responsible for Master Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Master Association.

6.5 Accounts and Accounting Procedures. The financial and accounting records of the Master Association must be 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:

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

(B) A current account and a period statement of the account for each Member, designating the name and current address of each Member that is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

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

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

6.6 Financial Reporting. The Master Association shall prepare an annual financial report within ninety (90) days after the close of the fiscal year. The Master Association shall, within twenty-one (21) days after the report is prepared, provide each Member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the Member.

6.7 Application of Payments and Commingling of Funds. All monies collected by the Master Association may be commingled in a single fund for investment purposes only, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Master Association shall be kept in conformity to generally accepted accounting principles and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney fees, other charges, and Annual or Special Assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

6.8 Fiscal Year. The fiscal year for the Master Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

6.9 Payment of Assessments. Annual Assessments based on the adopted budgets shall be payable quarterly (due on January 1, April 1, July 1, and October 1 of each year, or such other date as the Board of Directors may determine). Assessments and Special Assessments as the term is used in this Section 6.9 and in Section 6.10 below are Assessments levied by the Master Association and shall not be confused with Assessments that are levied by any local government (county, municipality, or special district). Written notice of the Annual Assessment shall be sent to all Owners at least thirty (30) days prior to the due date.

Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

6.10 Special Assessments. Special Assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Master Declaration or these Bylaws. Special Assessments are due on the day specified in the resolution of the Board approving such Assessment. The notice of any Special Assessment must contain a statement of the purpose(s) of the Assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Members in a manner consistent with law.

6.11 Proof of Payment. Within ten (10) business days after receipt of a request from an Owner, mortgagee, or purchaser of a Lot or Living Unit, the Master Association shall furnish a written statement certifying that all Assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due.

6.12 Suspension. The Master Association shall not be required to transfer memberships on its books or to allow the exercise of any rights or privileges of membership on account thereof to any Owner, or to any persons claiming under an Owner, unless and until all Assessments and charges to which said Owner and his Lot or Living Unit is subject have been paid in full.

7. TURNOVER OF CONTROL OF MASTER ASSOCIATION.

7.1 Time of Turnover. Turnover of control of the Master Association occurs when the Class “A” Members are first entitled to elect a majority of the Directors of the Master Association. Class “A” Members shall be entitled to assume control of the Master Association by electing a majority of the Board of Directors not later than ninety (90) days after the conveyance of title, to Owners other than Declarant, of at least ninety percent (90%) of all Lots or Living Units that will ultimately be operated by the Master Association. The election shall occur at a meeting of the Members (“Turnover Meeting”).

7.2 Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Master Association shall notify in writing all Members of the date of the Turnover Meeting. At the Turnover Meeting, the Directors shall be elected by the Members as further provided in Section 4.4 above, and all but one of the Directors previously appointed by the Declarant shall resign.

7.3 Early Turnover. The Declarant may turn over control of the Master Association to the Members prior to the time for Turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class “A” Members to elect the other Directors and assume control of the Master Association. If at least sixty (60) days’ notice of Declarant’s decision to cause its appointees to resign is given as described in Section 7.2 above, neither the Declarant nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

7.4 Declarant Representative. The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units in the Community. After the Declarant relinquishes control of the Master Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other Member, except for purposes of reacquiring control of the Master Association or selecting a majority of the Directors.

7.5 Turnover: “As Is”. When Owners other than Declarant assume control of the Master Association by electing the majority members on the Board of Directors, the Master Association will accept Turnover

of the Common Areas and facilities in their “as is” condition, without recourse. The Declarant makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including, without limitation, representations or warranties of merchantability or fitness for any particular purpose; representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment that have been used in the Common Areas and facilities at the time of Turnover; and the Master Association accepts the conditions of all Common Areas and Common Area facilities from the Declarant without recourse against the Declarant herein.

8. ARCHITECTURAL REVIEW COMMITTEE. The Architectural Review Committee (“ARC”) provided for in Article 6 of the Master Declaration shall be selected, and conduct its affairs as provided in this Article 8.

8.1 Members; Qualification. The ARC shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Master Association. After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 8.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design. Notwithstanding the foregoing, prior to Master Association Turnover, the Declarant shall have the sole right to appoint one individual who may or may not be a Member of the Master Association and who shall have the full and unilateral power to act on behalf of the ARC body, and no meeting or notice to Members of any meeting is required.

8.2 Selection; Terms. The members of the ARC shall be appointed or reappointed by the President of the Master Association to serve terms of one (1) year beginning on January 1 of each year. If a midterm vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the Master Association Officers or Directors. There is no limit on the number of terms for members of the ARC.

8.3 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

8.4 Meetings. The ARC shall meet as necessary, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each Owner at least one (1) week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman. Notwithstanding anything herein to the contrary, during Declarant control, the Declarant may appoint one (1) person who shall be empowered to serve on behalf of and act for the ARC.

8.5 Procedures; Voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Master Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any Owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five (5) years.

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

9.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Master Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

9.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

9.3 Amendment by Board. As long as Declarant membership exists, the Declarant may unilaterally amend these Bylaws in any manner that it deems advisable, including, but not limited to, amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Members.

9.4 Certificate; Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Master Association with the formalities of a deed. The certificate must identify the Book and Page or Instrument Number of the Public Records where the Master Declaration was originally recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the Charlotte County, Florida.

10. MISCELLANEOUS.

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

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

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Master Declaration or the Articles of Incorporation of the Master Association, the provisions of the Master Declaration or Articles of Incorporation of the Master Association shall prevail over the provisions of these Bylaws.

ROGER D. EATON, CHARLOTTE COUNTY CLERK OF CIRCUIT COURT OR BOOK: 4966, PGS: 1167, PAGE: 1 OF 146

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Babcock Ranch, Florida 33982

SECOND AMENDED AND RESTATED COMMUNITY CHARTER
FOR
BABCOCK RANCH RESIDENTIAL PROPERTIES

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SECOND AMENDED AND RESTATED COMMUNITY CHARTER FOR BABCOCK RANCH RESIDENTIAL PROPERTIES

This Second Amended and Restated Community Charter for Babcock Ranch Residential Properties is established by Babcock Property Holdings, L.L.C., a Delaware limited liability company (with its successors and assigns, the "Founder").

BACKGROUND STATEMENT

Babcock Ranch is a mixed-use planned community located in Charlotte County and Lee County, Florida, and a master development of regional impact identified in that Master DRI Development Order approved by the Charlotte County Board of County Commissioners as the Babcock Ranch Community Master Development of Regional Impact ("Babcock Ranch"). As the developer of Babcock Ranch, the Founder executed and filed that certain Community Charter for Babcock Ranch Residential Properties, which was recorded in the Public Records of Charlotte County, Florida ("Charlotte County Records") on July 22, 2016 as Instrument No. 2453865 in Official Records Book 4105, Page 15, *et seq.*, previously amended and restated by that instrument recorded in the Charlotte County Records on November 8, 2018 as Instrument No. 2660285 in Official Records Book 4377, Page 1001, *et seq.*, and further amended by that instrument recorded in the Charlotte County Records on December 9, 2020 in Official Records Book 4674, Page 349, *et seq.* (as amended, the "Amended Charter"). As of the date hereof, the Amended Charter has been supplemented by instruments recorded in the Charlotte County Records as follows:

Phase or Tract	Recording Date	Instrument No.	O.R. Book / Page
Phase 1A Lots 24-43, 82-129, and 164-174	September 6, 2016	2463942	O.R. Book 4119, Page 591, <i>et seq.</i>
Phases 2A, 2B and 2C and 2D	October 31, 2017, as amended April 1, 2019, October 16, 2020, and January 4, 2022	2562060, as amended by 2696543, 2862639, and 3-42058	O.R. Book 4250, Page 928, <i>et seq.</i> , as amended at O.R. Book 4421, Page 2091, <i>et seq.</i> ; O.R. Book 4647, Page 612, <i>et seq.</i> ; and O.R. Book 4904, Page 2006, <i>et seq.</i>
Phase 1B2 and 1B3	January 12, 2018, as amended December 15, 2020	2579189, as amended at 2883147	O.R. Book 4272, Page 1332, <i>et seq.</i> , as amended at O.R. Book 4677, Page 736, <i>et seq.</i>
Tract E-2 of Ph. 1A	March 8, 2018, as amended September 12, 2018	2592755, as amended at 2644881	O.R. Book 4289, Page 1704, <i>et seq.</i> ; as amended at O.R. Book 4357, Page 591, <i>et seq.</i>

Phase or Tract	Recording Date	Instrument No.	O.R. Book / Page
Phase 1B1 and 1B1 NE	July 3, 2018, as amended December 21, 2018	2626739, as amended at 2671273	O.R. Book 4333, Page 1881, <i>et seq.</i> , as amended at O.R. Book 4390, Page 2054, <i>et seq.</i>
Phase 1A Tracts I-1 thru I-7	July 25, 2018	2632414	O.R. Book 4341, Page 394, <i>et seq.</i>
Village III Golf Parcel	January 23, 2019, as amended March 13, 2019	2678152, as amended by 2691158	O.R. Book 4399, Page 782, <i>et seq.</i> , as amended at O.R. Book 4415, Page 236, <i>et seq.</i>
Edgewater	December 18, 2019	2770437	O.R. Book 4518, Page 712, <i>et seq.</i>
Cypress Parkway (various)	June 8, 2020	2818355	O.R. Book 4584, Page 1079, <i>et seq.</i>
Bluebird Trail ISD Tracts	June 8, 2020	2818363	O.R. Book 4584, Page 1108, <i>et seq.</i>
Greenway Blvd	June 8, 2020	2818373	O.R. Book 4584, Page 1139, <i>et seq.</i>
Cypress Lodge (various)	June 8, 2020	2818378	O.R. Book 4584, Page 1169, <i>et seq.</i>
Village III SW	December 15, 2020	2883352	O.R. Book 4677, Page 1366, <i>et seq.</i>
Town Center SE	July 16, 2021	2972952	O.R. Book 4806, Page 373, <i>et seq.</i>
Village III NW	August 13, 2021	2984947	O.R. Book 4823, Page 943, <i>et seq.</i>
Bluebird Trail Tract E-25	October 29, 2021	3015900	O.R. Book 4867, Page 1, <i>et seq.</i>
Village III SE	April 5, 2022	3083378	O.R. Book 4959, Page 289, <i>et seq.</i>

(collectively, the "Prior Supplements").

Pursuant to Section 21.2 of the Amended Charter, the Founder reserved the right to amend the Amended Charter unilaterally for any purpose until termination of the "Founder Control Period," as defined therein. The Founder Control Period has not terminated and the Founder desires to amend and restate the Amended Charter to revise the description of the Initial Property in Exhibit "A" to include initial property located in Lee County, Florida, to incorporate a prior amendment referenced above, to address certain

changes in Florida law, to replace Exhibit "E" with amended By-Laws, and for other purposes as set forth herein, while leaving the Prior Supplements in effect.

NOW, THEREFORE, the Amended Charter is amended and restated in its entirety as set forth herein; however, nothing herein shall be construed to amend or supersede the Prior Supplements, which shall remain in full force and effect, as they may be amended from time to time by separate instruments recorded in the Public Records of Charlotte County, Florida that specifically express the intent to amend a particular Prior Supplement. The Amended Charter, as amended and restated hereby and supplemented by the Prior Supplements, and as it may hereafter be further amended and supplemented, is referred to herein as the "Charter."

DECLARATION OF INTENT AND BINDING EFFECT

The Founder has established this Charter to provide a governance structure and a flexible system of standards and procedures for the development, expansion, administration, maintenance, and preservation of the residential properties within Babcock Ranch that may be independently owned and conveyed. A key component of the governance structure is Babcock Ranch Residential Association, Inc. (the "Association"), a corporation not for profit, created to administer and enforce this Charter and the other Governing Documents referenced in this Charter.

This document provides for automatic and mandatory membership in a homeowners association subject to Florida Statutes Chapter 720.

The property described in Exhibit "A" to this Charter, including the property described in the Prior Supplements, and any additional property made subject to this Charter in the future by amendment or supplement, shall constitute the "Community" referenced in this Charter. This Charter shall run with the title to the real property comprising the Community, shall govern the development and use of such property, and shall be binding upon and benefit every person or entity that now or hereafter has any legal, equitable, or beneficial interest in any portion of the Community, including the Association, its successors and assigns.

PART ONE: INTRODUCTION TO THE COMMUNITY

Chapter 1 - Governing Documents

A community is guided and governed by certain principles that each owner and resident, by choosing to own property or reside in the community, agree to uphold. Those principles are set forth in the community's governing documents, which bind the community together, give it structure, and provide guidance to all who become a part of or have an interest in the Community.

1.1. Scope and Applicability

The Community has been established and is administered pursuant to various documents that have a legal and binding effect on all owners and occupants of property in the Community, as well as on anyone else that may now or in the future have an interest in any portion of the property comprising the Community. Such documents, referred to in this Charter as the "**Governing Documents**," include this Charter and the other documents described in Table 1.1, as they may be amended. All owners and occupants, as well as

GOVERNING DOCUMENTS	
Charter: (recorded)	this Community Charter for Babcock Ranch Residential Properties, which creates obligations that are binding upon the Association and all present and future owners of property in the Community
Supplement: (recorded)	a recorded Supplement to this Charter, which may submit additional property to this Charter, create easements over the property described in the Supplement, impose additional obligations or restrictions on such property, designate special areas as described in Chapter 3, or any of the foregoing
Articles of Incorporation: (filed with Department of State) (attached as Exhibit "D")	the Articles of Incorporation of Babcock Ranch Residential Association, Inc., as they may be amended, which establish the Association as a corporation not for profit under Florida law
By-Laws: (attached as Exhibit "E")	the By-Laws of Babcock Ranch Residential Association, Inc. adopted by its Board of Directors, as they may be amended (the "By-Laws"), which govern the Association's internal affairs, such as voting, elections, meetings, etc.
Design Guidelines: (Founder adopts)	the design standards and architectural and aesthetics guidelines adopted pursuant to Chapter 5, as they may be amended, which govern new construction and modifications to property in the Community, including structures, landscaping, and other items constructed or installed by anyone other than the Founder
Rules: (initial set attached as Exhibit "C")	the rules of the Association adopted pursuant to Chapter 7, which regulate use of property, activities, and conduct within the Community
Board Resolutions: (Board adopts)	the resolutions which the Association's board of directors adopts to establish rules, policies, and procedures for internal governance and Association activities and to regulate the operation and use of property the Association owns or controls

Table 1.1 - Governing Documents

Governing Documents

their tenants, guests, and invitees, are required to comply with the Governing Documents.

1.2. Additional Covenants

The Owner of any property within the Community may impose additional covenants on its property with such approval as may be required pursuant to Section 18.5. If the provisions of any such additional covenants are more restrictive than the provisions of this Charter, the more restrictive provisions control. The Association shall have standing and the power, but not the obligation, to enforce any such additional covenants.

1.3. Conflicts

If there are conflicts between any of the Governing Documents and Florida law, Florida law shall control. If there are conflicts between or among any of the Governing Documents, then the Charter shall control over the By-Laws, Design Guidelines, and Rules; the By-Laws shall control over the Design Guidelines and Rules, and the Design Guidelines shall control over the Rules. If there is a conflict between the Charter and any additional provisions set forth in a Supplement and applicable only to the property described in such Supplement, the Supplement shall control. If there is a conflict between the Governing Documents and any additional covenants recorded on any property within the Community (or the rules or policies adopted pursuant to any such additional covenants), the Governing Documents shall control.

For purposes of this provision, a "conflict" shall exist only when requirements of two or more documents or laws are inconsistent and mutually exclusive, making compliance with all such requirements impossible. In the event that any two or more of the foregoing impose requirements that address the same matter, but are

not inconsistent or mutually exclusive, both shall be complied with, it being the intent that the Governing Documents shall supplement, and may be more restrictive or expansive than, applicable law to the extent permitted by applicable law, and that one Governing Document may be more restrictive or detailed than another so long as not in conflict with the document that would control under this paragraph in the event of a conflict.

The Governing Documents use diagrams, tables, and keynotes (text set apart in boxes with "key" icons) to illustrate concepts and assist the reader. If there is a conflict between any diagram and the text of the Governing Documents, the text shall control.

If any court determines that any provision of this Charter is invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications of such provision in other instances.

1.4. Definitions

Capitalized terms used in the Governing Documents have the meaning described in the paragraph where they first appear in bold print. An index to defined terms may be found immediately following the Table of Contents and Table of Exhibits for this Charter. All other terms used in the Governing Documents have their natural, commonly accepted definitions.

1.5. Interpretation of Certain References

Community-Wide Standard. Where the Governing Documents require compliance with the **"Community-Wide Standard,"** the standard to be applied is the highest of: (a) the standard of use, conduct, architecture, landscaping, or aesthetic matters generally prevailing in

Governing Documents

the Community; or (b) the minimum standards described in this Charter, the Design Guidelines, the Rules, and Board resolutions. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the discretion of the Board or the Reviewer (as defined in Chapter 5). The Community-Wide Standard may or may not be set out in writing. The Founder initially shall establish such standard; however, the Community-Wide Standard may evolve as development progresses and as the Community matures.

Consent or Approval. All references in the Governing Documents to "consent" or "approval" shall refer to permission or approval, which unless otherwise expressly qualified in the specific provision, may be granted or withheld in the discretion of the Person whose consent or approval is required.

Discretion and Determination. All references in the Governing Documents to "discretion" or to the right to "determine" any matter shall refer to the sole and absolute power or right to decide or act. Unless otherwise expressly limited in the Governing Documents or by law, any one authorized in the Governing Documents to exercise its discretion or make a determination may do so without regard to the reasonableness of, and without the necessity of justifying, the decision, determination, action, or inaction.

Maintenance. Unless otherwise expressly limited, any reference in this Charter to "maintenance" shall refer to maintenance, repair, and replacement.

Person. References in the Governing Documents to a "Person" or "Persons" shall refer to an individual, a corporation, a partnership, a limited liability company, or any other legal entity.

Recording. All references in the Governing Documents to a "recorded" legal instrument, or to "recordation" or the "recording" of a legal instrument, shall refer to an instrument filed or the filing of a legal instrument in the official public records of Charlotte County or Lee County, Florida, as applicable, or such other place designated as the official location for filing documents affecting title to real estate in those counties in order to make them a matter of public record.

Chapter 2 - Community Administration

Vibrant communities depend upon all of their stakeholders working together to uphold community standards and achieve the vision and goals for the community. The Founder, the Association, the Owners, the Commercial Association described herein, and others have a role in the functioning of Babcock Ranch and in helping to fulfill that vision. This Chapter identifies these stakeholders and describes their roles in administering Babcock Ranch.

2.1. The Founder

The Founder has established the vision for Babcock Ranch and, through the Governing Documents, has set forth the founding principles that will guide the Community during the initial period of development and sale and thereafter. The Founder's proposed plan for development of Babcock Ranch is described in the Babcock Ranch Community Master Development of Regional Impact Master DRI Development Order approved by the Board of County Commissioners of Charlotte County, Florida, as Resolution 2009-283 and recorded in the public records of Charlotte County, Florida as Instrument No. 1901091 in O.R. Book 3442, Page 429, et seq., as it may be amended ("**Master Development Order**") and such land use plan(s) for all or portions of Babcock Ranch as may be approved by Charlotte County or Lee County, Florida, as they may be amended (the Master Development Order and any such land use plans are collectively referred to in this Charter as the "**Development Plan**"). The Development Plan encompasses all of the property described in Exhibit "A" and all or a portion of the property described in Exhibit "B" and may include other property not described on Exhibit "A" or "B." The Founder reserves the right to make changes in the Development Plan and is not obligated to submit property shown on or otherwise included in the Development Plan to this Charter. In addition, the Founder may submit property to this Charter that is not a part

of the Development Plan. No representation is made that the Community will be developed as shown on the Development Plan.

The Founder has reserved various rights in the Governing Documents with respect to development and administration of the Community. The Founder may exercise certain of these rights throughout the "**Development and Sale Period**," which is the period of time during which the Founder or any "Founder Affiliate" owns real property in the Community or has an unexpired option to expand the Community pursuant to Chapter 17. A "**Founder Affiliate**" is any Person that controls, is controlled by, or is under common control with the Founder, and any Person that is an owner, a member, a partner, or a shareholder of the Founder.

The Founder has reserved other rights that may be exercised during the "**Founder Control Period**," which is the period of time that the Founder is entitled to appoint at least a majority of the members of the Association's board of directors ("**Board**"). The Founder Control Period begins on the date of the Association's incorporation and terminates upon the first of the following to occur:

- (a) three months after 90% of the total number of residential dwelling units permitted by the Development Plan have been conveyed to Persons other than the Founder and Builders;
- (b) December 31, 2055; or
- (c) when, in its discretion, the Founder so determines and declares in a recorded instrument; or
- (d) upon occurrence of such other events as set forth in Florida Statutes §720.307.

Community Administration

The Founder has certain approval rights over Association actions for a limited period as provided in the By-Laws after the termination of the Founder Control Period.

The Founder may assign its status and/or rights as the Founder under the Governing Documents, in whole or in part, and with respect to all or any portion of the Community, to any Founder Affiliate or to one or more persons who take title to any portion of the property described in Exhibit "A" or "B" for the purpose of development and/or sale; however, there shall be no more than one Founder at a time. Any such assignment shall be made only in a recorded instrument signed by all parties to the assignment.

2.2. The Association and its Board

The Association is the entity primarily responsible for administering the Community in accordance with the Governing Documents. On most matters, the Association acts through the Board, which is selected as provided in Section 2.1 and the By-Laws. However, in some instances the Governing Documents or applicable law limit the Board's ability to act without the approval of the Association's members. Unless the Governing Documents or Florida law specifically provide otherwise, the Board may exercise the Association's rights and powers without a vote of the membership.

The Association may exercise all rights and powers that the Governing Documents and Florida law expressly grant to it, as well as any rights and powers that may reasonably be implied under the Governing Documents and Florida law. It may also take any action reasonably necessary to effectuate any such right or privilege.

Although the Association has the power to institute, defend, and settle lawsuits pertaining to the Area of Common Responsibility (as defined

in Section 3.1) and enforcement of the Governing Documents, the Board has no legal duty to institute litigation or any other proceeding on behalf of or in the name of the Association or its members.

In exercising the Association's rights and powers, making decisions on the Association's behalf (including, without limitation, deciding whether to file a lawsuit or take other legal action under any circumstances), and conducting the Association's affairs, Board members and the Association's officers are required to comply with, and shall be judged by, the standards set forth in the By-Laws.

2.3. The Owners

Each Person that holds record title to a Unit (as defined in Section 3.1) is referred to in the Governing Documents as an "Owner." However, a Person who holds title merely as security for the performance of an obligation (such as a lender holding a mortgage or similar security instrument) is not considered an "Owner." If a Unit is sold under a recorded contract of sale, and the contract specifically so states, the purchaser (rather than the holder of fee simple title) will be considered the Owner. If a Unit has more than one Owner, all co-Owners shall enjoy the benefits to which Owners are entitled and are jointly and severally obligated to perform the responsibilities of the Owner under the Governing Documents.

Every Owner has a responsibility to comply with the Governing Documents and uphold the community standards described in Part Two of this Charter. Each Owner also has an opportunity to participate in the administration of the Community through membership in the Association and through service to the Community in other committee and leadership roles, as described in the By-Laws.

Community Administration

2.4. Builders

The Founder intends to sell property in the Community to builders for the purpose of constructing dwellings for resale in the ordinary course of their business ("Builders"). Builders are considered Owners during the time that they own property in the Community for development, construction, and/or resale, and are entitled to the privileges and subject to the obligations of membership in the Association for each Unit that they own, except as otherwise specifically provided in this Charter. In addition, the Founder may extend any of the rights it has reserved under the Governing Documents with respect to development, marketing, and sale of property in the Community to such Builders as it may designate, but in no event shall any such extension of rights deprive the Founder of the right to continue to exercise such rights on its own behalf.

2.5. Additional Associations

Portions of the Community may be developed under a condominium form of ownership or may have special requirements that warrant a separate owners association to administer additional covenants applicable to that particular area ("Additional Association"). However, nothing in this Charter requires the creation of an Additional Association, and the jurisdiction of any Additional Association shall be subordinate to that of the Association. The Owners of Units within the jurisdiction of any Additional Association shall be members of both the Additional Association and the Association.

Any Additional Association shall be responsible for administering the additional covenants applicable to the property within its jurisdiction and for maintaining, in accordance with the Community-Wide Standard, any property that it

owns or that its covenants designate as being for the common benefit of its members.

2.6. Mortgagees

If a Unit is made subject to a mortgage or other form of security instrument affecting title to a Unit ("Mortgage"), then the holder or beneficiary of that Mortgage ("Mortgagee") also has an interest in the administration of the Community. The Governing Documents contain various provisions for the protection of Mortgagees, including those set forth in Chapter 16.

2.7. Independent Special District

The Babcock Ranch Community Independent Special District ("ISD") is a special taxing district created pursuant to Chapter 2007-306, Laws of Florida, as it may be amended, to finance the construction of, and own, operate, and maintain certain infrastructure improvements serving all or a portion of Babcock Ranch, which may include such things as storm water or surface water management system facilities, parks, street lights, roads, utilities, public recreation and other facilities, as well as environmental mitigation features both within and outside of Babcock Ranch. At any time, and from time to time, the Founder or the Association may grant easements to the ISD, enter into agreements with the ISD for maintenance and/or use of certain properties within the Community, and/or transfer ownership and/or maintenance responsibility for properties within the Community to the ISD. As a result of any such transfer, the scope of the Association's maintenance responsibilities under this Charter may be reduced or increased.

Each Unit will be subject to assessment by the ISD in addition to such assessments as may be levied by the Association pursuant to Chapter 12 of this Charter. The ISD is also empowered to

Community Administration

issue bonds, charge user fees, and levy ad valorem or maintenance taxes.

2.8. Commercial Association

The Founder has established Babcock Ranch Commercial Association, Inc., a Florida not for profit corporation, to administer covenants and restrictions applicable to properties intended for office, retail, institutional, and other nonresidential uses, as well as multi-family rental apartments, if any, within Babcock Ranch (the "Commercial Association") pursuant to the Charter for Babcock Ranch Commercial Properties recorded or to be recorded by the Founder (the "Commercial Charter") and pursuant to various governing documents referenced in such Commercial Charter (the Commercial Charter and such other governing documents are collectively referred to as the "Commercial Documents"). The Founder intends for the Residential Association and the Commercial Association to cooperate in the administration of the property within their respective jurisdictions and in the enforcement of their respective governing documents to establish and maintain consistent standards of operation, maintenance, architecture and use throughout Babcock Ranch. This may include, without limitation, entering into agreements for common management or maintenance.

2.9. Preserve Manager

The State of Florida or entities it controls and Lee County, Florida own certain tracts of land in the vicinity of Babcock Ranch known as the "Babcock Ranch Preserve." The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, Florida Fish and Wildlife Conservation Commission, the Department of Agricultural and Consumer Services, and Lee County, Florida have appointed a manager ("Preserve Manager") to manage and maintain Babcock Ranch Preserve so as to conserve and

protect its rural and agricultural character, ecological and hydrological integrity, and animal and plant populations. The Preserve Manager is subject to change from time to time.

2.10. Babcock Ranch Foundation

The Founder has established Babcock Ranch Foundation, Inc., a Florida not for profit corporation (the "Foundation"), to facilitate activities and programs to enhance the quality of life within and help sustain the Babcock Ranch community and its environs. The Association may, but shall not be obligated to, provide financial support to the Foundation over and above such amounts as the Foundation may be entitled to receive pursuant to this Charter.

Chapter 3 - Community Structure and Organization

The Community consists of Units intended for the use of the Owner and other occupants of the Unit, as well as property that is intended for common use. Units are grouped into Delegate Districts to facilitate voting on Association matters. Units also may be assigned to Service Areas to permit the Association to provide special services and benefits to particular areas of the Community.

3.1. Designations of Properties Comprising the Community

Units. The Governing Documents refer to the homes and home sites in the Community as "Units." A Unit is a portion of the Community which is depicted as a separately identified lot or parcel on a recorded subdivision plat or as a separate unit on a condominium plat or plan, and which is intended for development, use, and occupancy as a residence for a single family. The term "Unit" refers to the land, if any, which is part of the Unit, as well as to any structures or other improvements on the Unit. In the case of a building containing multiple dwellings, each dwelling that may be independently owned and conveyed shall be deemed to be a separate Unit.

A parcel of land intended for further subdivision and development into one or more Units is considered a single Unit until a subdivision plat, survey, or condominium instrument is recorded subdividing it into more than one Unit, unless otherwise specified in a recorded Supplement applicable to such parcel. The term "Unit" does not include Common Areas, as defined below, common property of any Additional Association, property dedicated to the public, or property which the ISD owns.

ISD Property. Portions of Babcock Ranch, including, without limitation, infrastructure, landscaping, open space, and recreational facilities, may be owned by or dedicated to the ISD or

a similar quasi-governmental entity for purposes consistent with those for which the ISD was established (the "ISD Property"). ISD Property shall not be considered a Unit and shall not be subject to assessment so long as it is owned or operated by the ISD or its designated agent. The ISD shall not be a member of the Association or entitled to votes in the Association for ISD Property. Notwithstanding the general authority granted to the Association in this Charter or By-Laws to adopt and enforce rules regulating activities within the Community, the Association shall not, without the prior written consent of the ISD, seek to exercise such authority in any manner which interferes with the lawful operation by the ISD or its authorized agent of facilities constructed on ISD Property, it being the intent that the Association's authority to adopt and enforce rules be limited, with respect to ISD Property, to regulation of conduct and activities of the Association's members, their tenants, and their respective guests and invitees on the ISD Property to the same extent that the Association regulates their conduct and activities in other portions of the Community.

Common Area. Any property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Unit is referred to as "Common Area." The Common Area also includes easements in favor of the Association and any property that the Association holds under a lease.

Limited Common Area. Certain portions of the Common Area may be designated as "Limited Common Area" and assigned for the exclusive use or primary benefit of one or more Units in specified portions of the Community. Limited Common Areas might include, but are not limited to, such things as neighborhood entry features, private streets, shared driveways or

Community Structure and Organization

courtyards, or alleys providing rear access to a particular group of Units, if the Association owns or holds easements over such properties.

The Founder may designate property as Limited Common Area and assign it to particular Units on the recorded plat depicting such property, in the deed conveying such property to the Association, or in the Supplement by which the property is submitted to the terms of this Charter. At any time during the Development and Sale Period, the Founder may assign use of the same Limited Common Area to additional Units.

Area of Common Responsibility. All of the properties and facilities for which the Association has responsibility under the Governing Documents, or for which the Association otherwise agrees to assume responsibility, are collectively referred to in the Governing Documents as the "Area of Common Responsibility," regardless of who owns them. The Area of Common Responsibility includes all of the Common Area and may also include Units or portions of Units and property dedicated to the public, such as public rights-of-way adjacent to the Community. The initial Area of Common Responsibility is described in Chapter 9.

3.2. Delegate Districts

Units are grouped into "Delegate Districts" to facilitate a system of representative voting on matters as to which the Governing Documents require approval of the Association's membership. A Delegate District may be comprised of any number of Units and may include Units of more than one housing type, as well as Units that are not contiguous to one another. Each Delegate District will elect one "Voting Delegate" to cast the votes allocated to Units in that Delegate District on matters requiring a vote of the Owners, as described in Chapter 4. Each Delegate District will also elect an alternate Voting Dele-

gate to cast the Delegate District's votes in the absence of the Voting Delegate.

The Founder initially will assign Units to a specific Delegate District (by name or other identifying designation) either in Exhibit "A" or in a Supplement. During the Development and Sale Period, the Founder may unilaterally record a Supplement, or an amendment to this Charter or any previously recorded Supplement, to designate or change Delegate District boundaries. Thereafter, the Board may amend this Charter or any Supplement to re-designate Delegate District boundaries; however, the Board may not combine two or more existing Delegate Districts without the consent of Owners of a majority of the Units in the affected Delegate Districts.

3.3. Service Areas

Units also may be part of one or more "Service Areas" in which the Units share Limited Common Areas or receive special benefits or services from the Association that it does not provide to all Units within the Community. A Unit may be assigned to more than one Service Area, depending on the number and types of special benefits or services it receives. A Service Area may be comprised of Units of more than one housing type and may include Units that are not contiguous.

All Units, except those Units, if any, which are excluded by applicable Supplement from using some or all of the recreational facilities within the Common Area, shall constitute a "Recreational Facilities Service Area" for purposes of sharing the costs of maintaining, operating and insuring those recreational facilities which are not available to all Units on the same basis. For example, a group of Units which are subject to Additional Covenants regulating occupancy of such Units in order to qualify as housing for persons 55 years of age or older as described in Sec-

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tion 807(b)(2)(C) of the Fair Housing Act (42 U.S.C. 3607(b)(2)(C)), as amended (an "Age-Qualified Area"), may have its own recreational facilities for exclusive use of the occupants of those Units. If so provided in the Supplement applicable to any such Age-Qualified Area, the Owners of such Units may have restricted access to recreational facilities within the Common Area and pay no assessments or reduced assessments related to such recreational facilities, as set forth in the applicable Supplement.

The Founder may designate other Service Areas (by name or other identifying designation) and assign Units to a particular Service Area either in Exhibit "A" to this Charter or in a Supplement applicable to Units comprising the Service Area. During the Development and Sale Period, the Founder may unilaterally amend this Charter or any Supplement to change Service Area boundaries.

In addition, the Board may, by resolution, designate Service Areas and assign Units to them upon petition of Owners of at least 67% of the Units affected by the proposed designation pursuant to Section 10.2, provided that the consent of the Founder shall also be required during the Development and Sale Period.

The Owners of Units within each Service Area may elect a "Service Area Committee" in accordance with the By-Laws to represent, and act on behalf of, the Owners with respect to the services and benefits that the Association provides to the Service Area. References to Service Areas in the Governing Documents shall also refer to such Service Area Committees, if appropriate from the context.

3.4. Shared Properties and Services

The Founder may execute and record a declaration of easements and covenant to share costs

or similar instrument affecting any portion of the Community ("Covenant to Share Costs") providing for:

(a) the maintenance and operation of community infrastructure and improvements ("Shared Properties") which benefit any portion of the Community and any other real property in or adjacent to Babcock Ranch;

(b) the sharing of costs incurred in maintaining, operating, and insuring such Shared Properties between the Commercial Association, the Association, and/or any other Persons designated therein;

(c) easements over any portion of the Common Area, Shared Properties, or any other property (with the consent of the Owner thereof), for the benefit of any real property within or adjacent to Babcock Ranch; and/or

(d) easements over any other property for the benefit of all of portions of the Community.

Any such Covenant to Share Costs shall be binding upon the Association and the Owners of any portion of the Community submitted to such Covenant to Share Costs.

Chapter 4 – Association Membership and Voting Rights

The Association is the entity primarily responsible for the governance and administration of the Community. While many powers and responsibilities are vested in the Board in order to facilitate day-to-day management and operation, the membership and voting rights vested in the Owners allow the Owners to participate in administration of the Community and influence the outcome of major decisions.

4.1. Membership

The Association initially has two classes of membership: the "Owner Membership," which is comprised of all Owners (including Builders and the Founder, if they own Units), and the "Founder Membership," which consists solely of the Founder and is not dependent on ownership of a Unit. All Persons holding a membership in the Association are referred to in this Charter as "Members."

(a) *Owner Members.* Every Owner is automatically a member of the Association. However, there shall be only one membership per Unit. Thus, if a Unit has more than one Owner, all co-Owners of the Unit shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth below and in the By-Laws. If an Owner is a corporation, a partnership, or other legal entity, its membership rights may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a writing to the Association's Secretary, except that only the individuals residing in the Unit shall be entitled to use any Common Area recreational facilities available for use by Owners.

(b) *Founder Member.* The Founder holds the sole Founder Membership. Unless the Founder voluntarily terminates the Founder membership earlier, the Founder membership shall terminate on the later of (i) when the Founder no longer holds for sale in the ordinary

course of business property upon which at least 5% of the total number of dwelling units permitted by the Development Plan have been or may be constructed; or (ii) two years after expiration of the Founder Control Period or on such earlier date as the Founder determines and declares in a recorded instrument.

Unless the Founder specifically delegates such authority, the Founder shall act as, and on behalf of, the Founder Membership on all matters.

4.2. Voting

Each Unit is assigned one equal vote, subject to the limitations on voting set forth in this Charter and the other Governing Documents. No vote shall be exercised for any property exempt from assessment under Section 12.9.

Due to the number of Units that may be developed in the Community, the Governing Documents provide for a representative system of voting. The Owners of Units in each Delegate District elect a "Voting Delegate" and an alternative Voting Delegate, in the manner provided in the By-Laws, to cast the votes of all Units in the Delegate District (other than Units owned by the Founder) on matters requiring a vote of the membership, except where the Governing Documents specifically require a vote of the Owners. However, until such time as the Board first calls for election of a Voting Delegate for a particular Delegate District, the Owner of each Unit in such Delegate District shall be considered a "Voting Delegate" and may personally cast the vote allocated to such Owner's Unit on any issue requiring a vote of the Voting Delegates under the Governing Documents. The Founder shall be considered the Voting Delegate for, and may personally cast the vote(s) allocated to, any Units that it owns until expiration of the Development and Sale Period.

Association Membership and Voting Rights

The Voting Delegate or, in his or her absence, the alternative Voting Delegate, attends Association meetings and casts all votes allocated to Units in the Delegate District that he or she represents on any matters as to which such Voting Delegate is entitled to vote under the Governing Documents. A Voting Delegate may vote all votes it is entitled to cast in its discretion and may, but need not, poll the Owners of Units in the Delegate District which he or she represents prior to voting. On any matter for which a Voting Delegate is entitled to cast more than one vote, the Voting Delegate may cast all such votes as a block or split them but shall not be entitled to fractionalize any single vote.

Voting Delegates are elected solely to facilitate the voting process. They are subordinate to the Board, and their responsibility and authority does not extend to policymaking, supervising, or otherwise being involved in Association governance beyond voting on matters put to a vote of the membership. Voting Delegates shall have no authority to meet in their capacity as Voting Delegates or to conduct business outside of a meeting duly called in accordance with the By-Laws provisions for membership meetings.

In any situation in which an Owner is entitled personally to exercise the vote for his or her Unit, if there is more than one Owner of a Unit, any co-Owner or any proxy duly appointed by a co-Owner may cast the vote for such Unit or consent to any action requiring approval of the Owners on behalf of all co-Owners of the Unit; however, no single vote may be split and no more than one vote may be cast for any Unit. If two or more co-Owners or their proxies seek to exercise the Unit's vote independently, neither shall be recognized except that the Unit's vote may be counted as an abstention for purposes of establishing a quorum. The Unit's vote may not be split, and no more than one vote may be cast for any Unit.

PART TWO: COMMUNITY STANDARDS

Chapter 5 - Architecture, Landscaping, and Aesthetic Standards

The Community derives its unique character from a mix of compatible architectural styles and from the cooperation of all Builders and Owners in upholding minimum design, landscaping, and aesthetic standards. This Chapter explains how those standards are established and how they are applied and maintained through a process requiring prior approval for construction on and exterior modifications to improvements on property within the Community initiated by anyone other than the Founder or the Association during the Founder Control Period.

5.1. General

Except as otherwise specifically authorized by Florida Statutes § 720.304 with respect to certain flags and flagpoles, all site work, landscaping, structures, improvements, and other items (including sports, play, and maintenance equipment, outdoor furniture and storage, and decorative items) constructed, installed, placed or stored on any property in the Community in a manner or location visible from outside of any existing structure, and any modifications thereof (collectively, "Improvements") are subject to standards for design, landscaping, and aesthetics adopted pursuant to this Chapter ("Design Guidelines") and the approval procedures set forth in this Chapter, except as this Chapter or the Design Guidelines may otherwise specify.

Nothing in this Chapter or the Design Guidelines shall authorize the Reviewer (as defined in Section 5.2(c) below) to preclude an Owner from displaying a portable, removal United States flag in a respectful manner, consistent with Title 36 U.S.C. Chapter 10, or to prohibit an Owner from implementing xeriscape or Florida friendly landscape, as defined in Florida Statutes § 373.185(1), or installing solar collectors, clotheslines, or other energy devices based on renewable

resources on his or her Unit; however, the Owner shall first comply with the application and review procedures set forth in this Chapter and such application shall be subject to review and approval or disapproval as to number, location, size, manner of installation and other matters described in Section 5.3(b) and the Design Guidelines, to the extent not inconsistent with Florida law. Any requirements imposed on the location of any solar collector shall not impair the effective operation of such solar collector. Approval of applications for installation of landscaping may be conditioned upon the Owner's execution and recording of an agreement to maintain such landscaping at the Owner's expense.

No prior approval is necessary to repaint the exterior of existing structures using the most recently approved color scheme or to rebuild or restore any damaged structures in a manner consistent with the plans and specifications most recently approved for such structures; provided, the Owner shall be responsible for confirming the most recently approved paint color formula prior to repainting. Generally, no approval is required for work done to the interior of a structure; however, modifications to the interior of screened porches, patios, and any other portions of a structure visible from outside of the structure do require prior approval.

Any dwelling constructed on a Unit shall be designed by and built in accordance with the plans and specifications of a licensed architect or a residential designer approved by the Reviewer, unless the Reviewer, in its sole discretion, otherwise agrees. In addition, during the Development and Sale Period, only builders that the Reviewer (as defined in Section 5.2) approves may construct dwellings on Units.

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All construction on Units shall comply with all applicable building codes and all applicable local, state and federal permit requirements.

Approval under this Chapter shall be in addition to, not in lieu of, any approvals or reviews required by Charlotte County or Lee County, Florida, or any governmental agency or entity having jurisdiction over architectural or construction matters. However, approval under this Chapter shall be obtained prior to requesting any building or other permit or submitting any documentation to any governmental authority whose review or approval may be required for the proposed work. The Founder and the Association shall have the right and standing to take action to suspend or enjoin processing of any request for review or approval by a governmental authority submitted prior to any necessary approval being granted hereunder.

This Chapter shall not apply to the Founder's design and construction activities or to the Association's activities during the Founder Control Period.

5.2. Design Review Authority

(a) *Founder.* The Founder shall have exclusive authority to review and act upon all applications for review of proposed Improvements until the later of (i) the expiration of the Development and Sale Period, or (ii) such time as all Units planned for the property described in Exhibits "A" and "B" have been improved with dwellings for which a certificate of occupancy has been issued. The Founder may designate one or more persons to act on its behalf in reviewing any application and may establish a committee ("Founder's Review Committee" or "FRC") comprised of such persons as the Founder deems appropriate (which may but need not include architects, engineers, or other professionals), to review applications and make recommendations

to the Founder of approval or disapproval during the period of time that the Founder holds reviewing authority under this Chapter. In reviewing and acting upon any request for approval, or otherwise exercising or declining to exercise its authority under this Chapter, the Founder and its designee act solely in the Founder's interest and owe no duty and shall have no liability to the Association or any other Person.

From time to time, the Founder may delegate any or all of its rights under this Chapter to other Persons or committees, including the committee appointed pursuant to Section 5.2(b). Any such delegation shall be in writing, shall specify the scope of responsibilities delegated, and shall be subject to (i) the Founder's right to revoke such delegation at any time and reassume its prior control, and (ii) the Founder's right to veto any decision that it determines, in its discretion, to be inappropriate or inadvisable. So long as the Founder has any rights under this Chapter, the jurisdiction of others shall be limited to such matters as the Founder specifically delegates.

(b) *Architectural Review Committee.* Upon the Founder's delegation of authority pursuant to Section 5.2(a), or upon expiration or termination of the Founder's rights under this Chapter, the Board shall appoint an Architectural Review Committee ("Architectural Review Committee" or "ARC") to assume jurisdiction over matters within the scope of the delegated authority or this Chapter, respectively. The ARC shall consist of at least three persons who shall serve and may be removed and replaced in the Board's discretion. ARC members need not be Owners or representatives of Owners. The ARC may, but need not, include architects, engineers, or similar professionals. The Association may compensate ARC members in such manner and amount, if any, as the Board may determine appropriate.

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Until expiration of the Founder's rights under this Chapter, the ARC shall notify the Founder in writing within five business days of any action (i.e., approval, partial approval, or disapproval) it takes under this Chapter. A copy of the application and any additional information the Founder may require shall accompany the notice. The Founder shall have 10 business days after receipt of such notice to veto any such action, in its discretion, by written notice to the ARC.

Unless and until such time as the Founder delegates all or a portion of its reserved rights to the ARC or the Founder's rights under this Chapter terminate, the Association shall have no jurisdiction over architectural matters.

(c) Reviewer. For purposes of this Chapter, the entity having jurisdiction in a particular case shall be referred to as the **"Reviewer."**

(d) Fees; Assistance. The Reviewer may establish and charge reasonable fees for its review of applications and may require that such fees be paid in advance. Such fees may include reasonable costs incurred in having professionals review any application. The Board may include the compensation of such persons in the Association's annual operating budget.



Initially, the Founder reviews applications for proposed Improvements. Thereafter, the Board of Directors will appoint an Architectural Review Committee to review applications for proposed Improvements. The Founder or the Architectural Review Committee, as applicable, is referred to as the "Reviewer." The Reviewer sets fees for reviewing applications.

5.3. Guidelines and Procedures

(a) Design Guidelines. The Founder may adopt Design Guidelines for the Community, which may contain general provisions applicable

to all of the Community as well as specific provisions that vary among uses, housing types, or locations within the Community. The Design Guidelines may establish standards for the location, size, type, and appearance of all Improvements within the Community and shall be deemed to include those provisions set forth in Sections 5.9(a) and (b). The Design Guidelines are intended to provide guidance to Owners and contractors regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee approval. The Founder may impose, enforce, and waive, in its discretion, additional and/or more stringent requirements for construction by Builders pursuant to contracts with such Builders.

The Founder shall have sole and full authority to amend the Design Guidelines for so long as it has review authority under Section 5.2(a). The Founder's right to amend the Design Guidelines shall continue even if it delegates reviewing authority to the ARC, unless the Founder also delegates the power to amend to the ARC. Upon termination or delegation of the Founder's right to amend, the ARC may amend the Design Guidelines with the Board's consent.

Amendments to the Design Guidelines shall apply prospectively only. They shall not require modifications to or removal of any structures previously approved once the approved construction or modification has begun, nor shall they apply to preclude repair or reconstruction of damaged structures in accordance with the plans as originally approved. However, any new work on such structures must comply with the Design Guidelines as amended. There shall be no limitation on the scope of amendments to the Design Guidelines, and such amendments may impose new or more restrictive requirements, eliminate requirements previously imposed or

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otherwise make the Design Guidelines less restrictive.

The Reviewer shall make the Design Guidelines available to Owners and their contractors upon request and may charge a reasonable fee to cover reproduction costs. In the Founder's discretion, such Design Guidelines may be recorded, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Design Guidelines was in effect at any particular time.

(b) Procedures. Unless the Design Guidelines provide otherwise, no activities within the scope of this Chapter (as described in Section 5.1) may begin on any portion of the Community until a written application is submitted to and approved by the Reviewer. The application must be accompanied by plans and specifications and such other information as the Reviewer or the Design Guidelines require.

Meetings of the ARC shall be open to all members, subject to the same exceptions as Board meetings under the By-Laws. This provision shall not apply when the Founder is the Reviewer.

In reviewing each application, the Reviewer may consider any factors it deems relevant, including, without limitation, harmony of the proposed external design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that such determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements.

The Reviewer shall have the sole discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment, and such

determinations shall not be subject to the procedures in Chapter 19 or judicial review so long as they are made in good faith and in accordance with required procedures.

The Reviewer shall make a determination on each application after receipt of a completed application with all required information and fees. The Reviewer may permit or require that an application be submitted or considered in stages, in which case a final decision shall not be required until after the final, required submission. The Reviewer may: (i) approve the application with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application.

The Reviewer shall notify the applicant in writing of the final determination on any application no later than 30 business days after its receipt of a completed application and all required submissions; however, with respect to any ARC determination subject to the Founder's veto right under Section 5.2(b), the Reviewer shall notify the applicant of the final determination within 45 business days after its receipt of the final determination and all required submissions. Notice shall be deemed given at the time the envelope containing the response is deposited in the U.S. mail. Hand delivery, facsimile, electronic mail, or similar delivery of such written notice also shall be sufficient and shall be deemed given at the time of confirmed delivery to the applicant.

If the Reviewer fails to respond within the time period required above, the applicant may send written notice to the Reviewer requesting action on the application and if the Reviewer fails to respond within 30 business days after receipt of such written notice, then approval shall be deemed given. However, no approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a

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written variance has been granted pursuant to Section 5.5.

No approval, whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines unless a written variance has been granted pursuant to Section 5.5.

As part of any approval, the Reviewer may require that construction commence within a specified time period. If construction does not commence within the required period, the approval shall expire, and the Owner must reapply for approval before commencing any activities. Once construction is commenced, it shall be diligently pursued to completion. All work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer, in its discretion, grants an extension in writing.

The Reviewer may exempt certain activities from the application and approval requirements of this Chapter, if such activities are undertaken in compliance with the Design Guidelines and the Community-Wide Standard.

(c) Appeals Process. After the Board's appointment of the ARC, an applicant may appeal any disapproval of its application to the Board. To request an appeal, the applicant must submit to the Association's Secretary, no later than 15 days after the delivery of the notification of disapproval, a copy of the original application, the notification of disapproval, and a letter requesting review of the decision. The appeal request also shall contain a response to any specific concerns or reasons for disapproval listed in the notification of disapproval. The Board may (i) affirm the ARC's decision, (ii) affirm a portion and overturn a portion of the ARC's decision, or (iii) overturn the ARC's entire decision.

The Board shall notify the applicant and the ARC in writing of its decision no later than 30 days after its receipt of the request for appeal with all required information. The Board's decision shall include a description of its reasons for overturning the ARC's decision. During the appeal process, the Owner shall not commence any work requiring approval hereunder.

This subsection shall not apply while the Founder is the Reviewer.

5.4. No Waiver of Future Approvals

The people reviewing applications under this Chapter will change from time to time, and opinions on aesthetic matters, as well as interpretation and application of the Design Guidelines, may vary accordingly. It may not always be possible to identify objectionable features until work is completed. In such cases, the Reviewer may elect not to require changes to objectionable features. However, the Reviewer may refuse to approve similar proposals in the future. Approval of applications or plans shall not constitute a waiver of the right to withhold approval as to any similar applications, plans, or other matters subsequently or additionally submitted for approval.

5.5. Variances



When unusual circumstances exist that make it difficult or impossible to comply with a particular requirement of the Design Guidelines, the Owner may file a request with the Reviewer to be excused from complying with such requirement. The Reviewer has the discretion to determine when a variance is appropriate.

The Reviewer may authorize variances from compliance with any of the Design Guidelines and any procedures set forth in this Chapter or in the Design Guidelines when, in its judgment,

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circumstances justify an exception. No variance shall (a) be effective unless in writing; (b) be contrary to this Charter; or (c) prevent the Reviewer from denying a variance in other circumstances. A variance requires the Founder's written consent during the Development and Sale Period and, thereafter, requires the Board's written consent.

5.6. Limitation of Liability

This Chapter establishes standards and procedures as a mechanism for maintaining and enhancing the overall aesthetics of the Community; it does not create any duty to any Person. Review and approval of any application pursuant to this Chapter may be based purely on aesthetic considerations. The Reviewer is not responsible for the structural integrity or soundness of approved construction or modifications, for compliance with zoning and subdivision ordinances, building codes and other governmental requirements, for ensuring that structures are fit for their intended purpose, or for ensuring that all dwellings are of comparable quality, value, size, or design or are aesthetically pleasing or otherwise acceptable to other Owners.

The Association, the Founder, the Reviewer, and members of the FRC or ARC, shall have no liability for approving plans that are inconsistent with the Design Guidelines provided that the individuals granting such approval acted in good faith in approving such plans. The Founder, the Association, the Reviewer, and members of the FRC or ARC shall have no liability for construction delays or schedule modifications resulting from any Person's failure to obtain or delays in obtaining approval of plans or approval for modifications to previously approved plans.

The Association, the Founder, the Reviewer, and members of the FRC and ARC shall not be liable for: (a) soil conditions, drainage, or other general site work; (b) any defects in plans revised

or approved hereunder; (c) any loss or damage arising out of the action, inaction, integrity, financial condition, or quality of work of any architect or contractor, or their respective subcontractors, employees, or agents, whether or not the Founder has approved or featured such architect or such contractor as a Builder in the Community; (d) view preservation; (e) construction delays or schedule modifications resulting from any Person's failure to obtain, or delay in obtaining, approval of plans or approval for modifications to previously approved plans; or (f) any injury, damages, or loss arising out of the manner or quality or other circumstances of construction or modifications, whether or not approved hereunder. In all such matters, the Association shall defend and indemnify the Board, the Reviewer, and the members of each, as provided in the By-Laws.

5.7. Final "As Built" Plans

Upon completion of structural improvements approved pursuant to this Chapter, the Owner shall submit to the Reviewer, in an electronic format as specified by the Reviewer, a final, "as built" site plan, utility plan, and elevations signed and sealed by the architect. The Reviewer may waive this requirement in its discretion for minor modifications to existing structures.

5.8. Certificate of Compliance

Any Owner may request in writing that the Reviewer issue a certificate of compliance certifying that there are no known violations of this Chapter or the Design Guidelines. The Reviewer shall either grant or deny such written request within 30 days after receipt, and may charge a reasonable administrative fee.

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5.9. Green Building Practices

(a) *Low Flow Fixtures.* All Units improved with a dwelling shall be equipped with "low flow" fixtures for showers, faucets, and toilets that satisfy the water usage limitations set forth in the Design Guidelines.

(b) *Landscaping and Native Plants.* Florida native plants or other plant materials authorized in the Design Guidelines shall be used for landscaping on all Units to minimize the amount of turf grass. At least 75% of all trees required on a Unit and at least 75% of all shrubs installed on a Unit shall be native plants. An emphasis shall be placed on utilizing drought-tolerant species. There shall be no planting of invasive exotic plant materials anywhere within the Community.

(c) *Educational Program.* The Founder has commenced a "green" building course or educational program consisting of one or more courses or informational sessions designed to encourage builders, Owners, and prospective buyers to utilize environmentally-friendly building practices and energy efficient building materials and adhere to the green building standards for community design set forth in the Design Guidelines and in the Florida Green Building Coalition guidelines or other guidelines approved by the Founder. To the extent not assumed by the ISD or the Foundation, the Association shall be responsible for conducting such program and encouraging Builders, Owners, and prospective buyers to participate in such course or program.

(d) *Lighting Standards.* Owners are responsible for complying with lighting standards set forth in the Design Guidelines to ensure that indigenous preserve and restoration areas within and adjacent to the Community are not directly illuminated by lighting originating from their respective Units. Such standards include re-

quirements for shielding of the fixtures and eliminating up lighting as necessary to avoid negative impacts on adjacent preserve areas. Likewise, the BRC ISD has lighting standards in place to ensure lighting within ISD-controlled areas is designed to avoid impacts to the preserves across the entirety of the BRC.

Chapter 6 – Maintenance, Repair, and Replacement

One of the benefits of owning property in a planned community is the commitment among neighbors to maintain their property in a neat and attractive condition to enhance the overall beauty and aesthetic appeal of the community. This Chapter describes the Owners' responsibilities for maintenance and repair of their Units and for insuring their Units against property damage so that funds will be available for repair and restoration if needed.

6.1. Maintenance by Owners

Each Owner shall maintain his or her Unit, including all structures, landscaping, and other improvements comprising the Unit, in a manner consistent with the Governing Documents and the Community-Wide Standard, and for maintaining exterior lighting and irrigation equipment on the Owner's Unit in good working order and repair, unless such maintenance responsibility is otherwise assumed by or assigned to the Association, an Additional Association, or the ISD pursuant to this Charter, any Supplement, other recorded covenants, written agreement, or by law.

Unless such maintenance responsibility is otherwise assumed by or assigned to the Association, an Additional Association, or the ISD pursuant to this Charter, any Supplement, other recorded covenants, or by law, each Owner shall also maintain in a clean, neat, and attractive condition and in a manner consistent with the Governing Documents, ISD rules and policies, and the Community-Wide Standard:

(a) turf areas within that portion of the Common Area, ISD property, or right-of-way, if any, lying between the Unit boundary and the nearest curb of any street which runs in front of or along the side of the Unit and any sidewalk within such area or on the Owner's Unit;

(b) turf areas within that portion of the Common Area, ISD property, or right-of-way, if

any, lying between the Unit boundary and any wall or fence located on adjacent Common Area, ISD property, or right-of-way within 15 feet of the Unit boundary;

(c) turf areas within that portion of the Common Area or ISD property, if any, lying between the Unit boundary and the water's edge of any lake or pond within Common Area or ISD property, provided such water's edge lies within 30 feet of the Unit boundary; and

(d) any dock or other structure constructed by such Owner (or by any predecessor-in-title to such Owner's Unit) on ISD property abutting the Unit; however, no such structure may be constructed without prior approval of the Reviewer pursuant to Chapter 5 and the ISD and then subject to the terms of any easement agreement authorizing such structure. Such maintenance shall include compliance with all ISD rules and policies relating to mooring, removal and storage of boats and personal property.

Each Owner shall have an easement over the Common Area or right-of-way as necessary to accomplish any required maintenance thereof; however, Owners may not install or remove trees, shrubs, or similar vegetation from such areas without prior approval pursuant to Chapter 5. Owners shall have no responsibility for maintaining community entry features or landscaping associated with such entry features. Maintenance under this Section shall include taking such action as may reasonably be necessary to remove obstructions and other unsafe conditions from sidewalks within or abutting the Owner's Unit.

6.2. Maintenance by Additional Associations

An Additional Association shall maintain its common property and any other property for

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which it has maintenance responsibility in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants. An Additional Association responsible for maintaining property adjacent to its common property to the same extent as an Owner would be responsible under Section 6.1 if such common property were the Owner's Unit. In addition, an Additional Association which is responsible for maintaining landscaping on the Units within its jurisdiction shall also be responsible for maintaining and irrigating the landscaping within those areas for which the Unit Owners would otherwise be responsible under Section 6.1.

The Association may assume maintenance responsibility for any Additional Association property, either upon designation of the Additional Association as a Service Area pursuant to Section 3.3 or upon the Board's determination, pursuant to Chapter 8, that the level and quality of maintenance then being provided is not consistent with the Community-Wide Standard. The Association need not treat all similarly situated Additional Associations the same. The Association may assess the cost of such maintenance against all Units in the benefited Additional Association as a Service Area Assessment, as provided in Section 12.2(c). The Association need not treat all similarly situated Additional Associations the same.

6.3. Responsibility for Repair and Replacement

Unless otherwise specifically provided in the Governing Documents or in other instruments creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement necessary to maintain the property to a level consistent with the Community-Wide Standard.

Each Owner shall carry property insurance for the full replacement cost of all insurable improvements on his or her Unit, less a reasonable deductible, unless either an Additional Association (if any) or the Association carries such insurance, which they may but are not obligated to do unless otherwise specified in a recorded Supplement or other recorded covenants applicable to the Unit. If the Association assumes responsibility for insuring a Unit pursuant to this Charter or any Supplement, the premiums for such insurance shall be assessed against the benefited Unit and the Owner as a Service Area Assessment pursuant to Chapter 12. This requirement is for the benefit of all Owners and failure to maintain required insurance shall subject an Owner to disciplinary action by the Association pursuant to Chapter 8; however, nothing in this section shall obligate the Association to monitor compliance or ensure that Owners maintain the required insurance on Units.

Within 90 days after any damage to or destruction of a structure on a Unit, the Owner shall promptly repair or reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved pursuant to Chapter 5 unless the Board, in its discretion, agrees to extend such period. Alternatively, the Owner shall clear the Unit of debris and maintain it in a safe, neat and attractive condition consistent with the Community-Wide Standard. The Owner shall pay any costs that insurance proceeds do not cover.

Additional recorded covenants applicable to any portion of the Community may establish additional insurance requirements and more stringent standards for rebuilding or reconstructing structures on Units and for clearing and maintaining the Units in the event the structures are not rebuilt or reconstructed.

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This Section shall apply to an Additional Association with respect to common property of the Additional Association in the same manner as if the Additional Association was an Owner and the common property was a Unit.

damage due to negligence or willful acts or omissions shall apply to any party structure. Any dispute concerning a party structure shall be subject to the provisions of Chapter 19.

6.4. Maintenance and Repair of Party Walls and Similar Structures

Except as may otherwise be provided by law, a written agreement between Owners of adjacent Units, or other recorded documents applicable to adjacent Units:

(a) Each wall, fence, driveway, or similar structure built as part of the original construction on the Units that serves and/or separates any two adjoining Units shall be considered a party structure. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners whose Units are served by the party structure.

(b) If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner whose Unit is served by the structure may restore it. Other Owners whose Units are served by the structure also shall contribute to the restoration cost in equal proportions, subject to the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

(c) The right to and the obligation of contribution for party walls and similar structures between Owners, as provided in this Section, shall be appurtenant to the land and shall pass to such Owners' successors-in-title.

(d) To the extent not in conflict with the provisions of this Section, the general rules of law regarding party walls and liability for property

Chapter 7 - Use and Conduct

This Chapter sets forth basic standards regarding use, occupancy, and transfer of interests in Units. In addition, it provides a procedure by which the Board and the membership can adopt and change rules regulating use, conduct, and activities within the Community to address particular needs and desires of the Community over time.

7.1. Use, Occupancy, and Transfer of Interests in Units

(a) **Residential and Related Uses.** Units may be used only for residential and related purposes, except as the Founder may otherwise authorize with respect to construction, marketing, and sale activities of the Founder and Builders it designates, and as otherwise authorized in this Section.

A business activity within a Unit shall be considered "related" to a residential use and thus permitted under this Section only if conducted by a person or persons residing in the Unit and only if the business activity:

(i) is not apparent or detectable by sight, sound, or smell from outside of a permitted structure;

(ii) complies with applicable zoning requirements;

(iii) does not involve regular visitation of the Unit by employees who do not reside in the Unit, clients, customers, suppliers, or other business invitees, or door-to-door solicitation within the Community; and

(iv) is consistent with the Community's residential character and does not constitute a nuisance or a hazardous or offensive use, or threaten the security or safety of others, as the Board determines in its discretion.

"Business" shall have its ordinary, generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis that involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing a Unit for residential purposes shall not be considered a "business" within the meaning of this subsection, provided that such leasing fully complies with Section 7.1(b). However, no Unit shall be advertised or rented for parties or special events.

(b) **Leasing.** For purposes of this Charter, the terms "Lease" and "Leasing" shall refer to the exclusive occupancy of a Unit or any portion thereof by any Person other than the Owner and members of the Owner's household, for which the Owner receives any monetary or "in kind" consideration or benefit. Leasing of Units is prohibited except in strict compliance with the following:

(i) A dwelling that is leased shall be leased only in its entirety; separate rooms, floors, or other areas within a dwelling may not be separately leased; however, any detached "in-law suite" or "guest house" approved pursuant to Chapter 5 or a garage apartment may be leased separately from the main dwelling;

(ii) No signs shall be posted on the Unit, elsewhere in the Community, or on right-of-way adjacent to the Community, advertising the availability of the Unit for rent or for lease, except that an Owner may post one standard real estate sign or other sign approved by the ARC consistent with the Design Guidelines, on the

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Unit being offered for lease, advertising the Unit for rent or lease;

(iii) Unless the recorded Supplement applicable to the Unit specifies a different minimum initial term, in which case the Supplement shall control, the lease shall provide for a minimum initial term of at least two months. The Unit may not be leased or subleased and the lease may not be assigned during the initial two-month term. In the event of termination of the lease after the tenant has taken occupancy and prior to the end of such two-month minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board, which shall not be granted unless the Board determines, after consideration of the facts and circumstances, that the Owner acted in good faith, with no intent to circumvent the requirements of this subsection (b), and could not reasonably have anticipated the early termination of the previous lease at the time the lease was signed.

All leases shall be in writing and shall disclose that the tenants and all occupants of the leased Unit are bound by and obligated to comply with the Governing Documents. However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease.

Prior to a tenant taking occupancy under a lease or rental agreement of any kind, the Owner of the leased Unit shall give the tenant copies of the Governing Documents and shall notify the Board or the Association's managing agent of the lease and provide an alternate mailing address for the Owner, a copy of the lease, and any additional information the Board may reasonably require. The Association or the Board may adopt Rules governing leasing and subleasing in accordance

with Sections 7.2 and 7.3, consistent with this subsection (b).

This subsection and any Rules governing leasing and subleasing shall not apply to Units leased by or on behalf of the Founder or any Founder Affiliate.

(c) *Transfer of Title.* Any Owner desiring to sell or otherwise transfer title to his or her Unit shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. The Person transferring title shall continue to be jointly and severally responsible with the Person accepting title for all obligations of the Owner, including assessment obligations, until the date upon which the Board receives such notice, notwithstanding the transfer of title. The transferring Owner shall be responsible for payment of the Community Enhancement Fee described in Section 12.12, unless the transfer is exempt under that Section.

Upon acceptance of title to a Unit, the new Owner of the Unit shall pay to the Association an administrative transfer fee to cover the administrative costs incurred by the Association to update its records to reflect the change in ownership. Such fee shall be in such amount as the Board may reasonably determine necessary to cover its costs, including, but not limited to, any fees charged by a management company retained by the Association for updating its records.

(d) *Subdivision and Combination of Units.* No Person other than the Founder or a Founder Affiliate shall subdivide or change the boundary lines of any Unit or combine Units without the Founder's prior written approval during the Development and Sale Period and the Board's prior written approval thereafter. Any such action shall be effective only upon recording

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of a plat or other legal instrument reflecting the subdivision or new boundaries of the affected Unit(s). In the absence of such recorded instrument, adjacent Units owned by the same Owner shall continue to be treated as separate Units for purposes of voting and assessment, even though such Units may be improved with a single dwelling.

(e) *Timesharing.* No Unit shall be used for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, unless such program is established by the Founder or with the Founder's prior written approval.

(f) *Transient Lodging.* No Unit or portion thereof shall be advertised or listed or otherwise offered to the public through the internet or any other form of media for overnight or transient lodging, unless such Unit has been specifically designated and approved by the Founder in writing for use as a "bed and breakfast" establishment.

(g) *Use of Fertilizers and Herbicides.* The protection of the Caloosahatchee River is vital in limiting the negative impacts of development of the Community on the natural environment. Therefore, the use of fertilizers within the Community is limited or restricted as follows:

(i) Fertilization is not permitted during the summer rainy season, except in response to special fertilization needs, including, but not limited to, the establishment or grow-in of sod and newly-planted materials; and

(ii) Only controlled release fertilizers or non-chemical water-soluble foliar-applied fertilizers may be used on established lawns and land-

scaped areas. Quick-release fertilizers are permitted during the establishment or grow-in of new sod, new sprigs, or newly-planted materials, except that no quick-release urea nitrogen products may be applied at any time; and

(iii) only licensed landscape professionals or other professionals authorized by Lee County, Florida may perform activities involving the application or use of fertilizers, herbicides, and other chemicals on property located in Lee County, Florida.

(h) *Limitations on Use of Pesticides.* In order to protect the Caloosahatchee River, the Association and Owners and occupants of Units shall limit pesticide use in the Community as provided herein. Aerial spraying to control mosquitoes shall not be used unless other biological controls prove ineffective, and if any aerial spraying is to take place, precautions shall be used to minimize the locations where any pesticides shall be used. The Association shall implement an education program, developed or to be developed by the Founder in conjunction with Sierra Club, Inc., and other environmental organizations and resident groups, which program includes guidelines and standards for pesticide use by residents. All Owners and occupants of Units must comply with any such guidelines for pesticide use.

Only licensed landscape professionals or other professionals authorized by Lee County, Florida may perform activities involving the application of pesticides, insecticides, nematocides and other chemicals on property located in Lee County, Florida.

(i) *Littoral Shelves.* Littoral or shoreline shelves will be constructed within lake systems to provide foraging areas for wildlife. No littoral shelf plants may be removed by any Person unless they are replaced with similar plants suitable for

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the littoral shelf design and purpose, and then only with prior approval of the ARC pursuant to Chapter 5.

7.2. Rulemaking Authority and Procedures

The Governing Documents establish a framework of covenants and conditions that govern the Community. The initial Rules attached as Exhibit "C" are a part of that framework. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Voting Delegates are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 7.3.

(a) *Founder Authority.* So long as the Founder has the right unilaterally to amend this Charter pursuant to Chapter 21, the Founder may unilaterally amend Exhibit "C" to add new Rules or to modify or rescind existing Rules.

(b) *Board Authority.* Subject to the notice requirements in Section 7.2(d) and the Board's duty to exercise judgment and reasonableness on behalf of the Association and its Members, the Board may adopt new Rules and modify or rescind existing Rules by majority vote of the directors at any Board meeting. Such Rules may regulate use of and conduct on Units as well as Common Area, and may include operating policies and fees relating to use of the Common Area, which policies and fees may be different for different classifications of users (e.g., Owners, tenants, guests, etc.).

(c) *Membership Authority.* Subject to the notice requirements in Section 7.2(d), the Voting Delegates representing a majority of the votes in the Association also may adopt new Rules and modify or rescind existing Rules relat-

ing to use of and conduct on Units at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. The Voting Delegates shall have no authority to adopt, modify, or rescind Rules relating to the operation or use of and conduct on the Common Area.

(d) *Notice.* The Board shall send notice to all Owners concerning any proposed Rule change pursuant to subsections (b) or (c) relating to use and conduct on Units, and shall post such notice conspicuously within the Community or on closed-circuit television or by other means permitted by the Act, at least 14 days prior to the meeting of the Board or the Voting Delegates at which such action is to be considered. At any such meeting, Voting Delegates shall have a reasonable opportunity to be heard before the proposed action is put to a vote.

The procedures set forth in this Section do not apply to Rules that the Board may adopt establishing operating policies relating to the Common Areas, such as hours of operation of a recreational facility, safety regulations, use fees for use of Association property, and the method of allocating or reserving use of a facility (if permitted) by particular individuals at particular times, notwithstanding that such policies may be published as part of the Rules. The posting of such policies 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 users.

In addition, the Board shall have discretion, without the necessity of complying with such notice requirement, to enact such Rules as are necessary or appropriate to comply with the terms of any order, permit, or approval of any governmental or quasi-governmental body which is ap-

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plicable to the Community (e.g., a development order).

(e) Effective Date. A Rules change adopted under this Section shall take effect 15 days after the date on which written notice of the Rules change is given to the affected Owners or on such later date may be specified in the resolution adopting the change; provided, during the Development and Sale Period, any Rules change under this Section is subject to the Founder's approval.



Since it is impossible to foresee all potential situations and problems that may arise within the Community, the Founder, the Board, and the Voting Delegates have the authority to adopt and modify rules as needed to address new or changing circumstances.

(f) Conflicts. No action taken under this Section 7.2 shall have the effect of modifying or repealing the Design Guidelines or any provision of this Charter other than the Rules. In the event of a conflict between the Design Guidelines and the Rules, the Design Guidelines shall control. In the event of a conflict between the Rules and any provision of this Charter (exclusive of the Rules), the Charter shall control.

7.3. Protection of Owners and Others

Except as may be set forth in this Charter (either initially or by amendment) or in the initial Rules set forth in Exhibit "C," all Rules shall comply with the following provisions (although nothing in this Section shall be construed to restrict an Additional Association's power to adopt and amend its own rules and regulations with respect to property within its jurisdiction):

(a) Similar Treatment. Similarly situated Units shall be treated similarly; however, the Rules may vary by location within the Community or by housing type.

(b) Displays. No Rule shall prohibit an Owner from displaying on his or her Unit one United States flag and religious or holiday symbols and decorations of the kinds normally displayed in single-family residential neighborhoods, nor shall any Rule regulate the content of any political signs placed on a Unit in support of a candidate or a position on any question which is the subject of an upcoming election or referendum. No Rule may prohibit an Owner from displaying a sign of reasonable size for a contractor for security services within 10 feet of the entrance of the home. However, the Association may adopt time, place, and manner restrictions with respect to flags, signs, symbols, and displays visible from outside structures on the Unit, including reasonable limitations on size and number. Nothing herein shall be construed to permit any Person to place flags, signs, symbols or other displays on the property of others, in public rights-of-way, on Common Area without the prior written consent of the Association, or on ISD Property without the prior written consent of the ISD, except as otherwise specifically provided with respect to the Founder and such Builders as it may authorize.

(c) Household Composition. No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size and facilities and its fair share use of the Common Area, so long as in compliance with applicable fair housing laws.

(d) Activities Within Dwellings. No Rule shall interfere with the activities carried on within a dwelling, except that the Association may prohibit activities not normally associated with residential property and may adopt rules to further define, clarify, and implement the restrictions in Section 7.1. It also may restrict or prohibit activities that create monetary costs for

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the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

(e) *Allocation of Burdens and Benefits.* No Rule shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable rules for use of Common Area, or from denying use privileges to those who are delinquent in paying assessments, abuse the Common Area, or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Chapter 12.

(f) *Leasing and Transfer of Units.* Except as set forth in Section 7.1, no Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit. The Rules may require that Owners use Board-approved lease forms (or include specific lease terms) and may impose a reasonable review or administrative fee in connection with the Board's review of a lease. Nothing in this Section shall affect the validity of any Supplement to this Charter which imposes additional restrictions regarding leasing of Units subject to that Supplement.

(g) *Abridging Existing Rights.* No Rule shall require that an Owner dispose of, or prohibit an Owner from replacing, personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to sub-

sequent Owners who take title to the Unit after adoption of the Rule.

(h) *Reasonable Rights to Develop.* No Rule may unreasonably interfere with the ability of the Founder, any Founder Affiliate, or any Builder to develop, market, and sell property in the Community.

(i) *Interference with Easements.* No Rule may unreasonably interfere with the exercise of any easement, except as set forth in Section 13.1(d).

(j) *Compliance with Governmental Requirements.* The Association may not enact any Rule or take any action, which is in violation of, or which prevents actions required to comply with, the terms of any order, permit, or approval of any governmental or quasi-governmental body which is applicable to the Community (e.g., a development order).

7.4. Owners' Acknowledgment and Notice to Purchasers

By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Association may have adopted changes to the Rules and that such changes may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

Chapter 8 - Compliance and Enforcement

The covenants, standards, and rules set forth in the Governing Documents are for the benefit of all Owners and occupants of the Community. However, if they are to have any real meaning, there must be a commitment by the stakeholders in the Community to comply with them, and there must be a mechanism in place to enforce that compliance in the event that someone fails or refuses to do so. This Chapter sets forth the obligation to comply and the remedies available to the Association in the event of noncompliance.

8.1. Compliance



All Owners and occupants of Units, as well as their tenants, guests, and other visitors, must abide by the Governing Documents. If any of them fail or refuse to comply with the Governing Documents, they may be subject to various penalties, including fines and the loss of the right to use the Common Area.

Every Owner, occupant, and visitor to a Unit must comply with the Governing Documents and shall be subject to sanctions for violations as described in this Chapter. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents by the occupants or visitors to their Units, and for any damage to the Area of Common Responsibility that occupants or visitors may cause.

8.2. Remedies for Non-Compliance

The Association, the Founder, and every affected Owner shall have the right to file suit at law or in equity to enforce the Governing Documents; provided, the Association's right to file suit, other than a suit to collect assessments or foreclose its lien under Article 12 or a suit seeking temporary equitable relief, shall require prior written notice and an opportunity for a hearing in accordance with the enforcement procedures set forth in the By-Laws. The Founder's rights of enforcement shall continue so long as the Found-

er owns any property subject to, or holds any other rights under, this Charter or the Commercial Charter.

The South Florida Water Management District ("SFWMD") shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Charter which relate to the maintenance, operation, management, and/or repair of the Water Management System. The SFWMD shall have the right to take any enforcement action, including a civil action for an injunction, to correct any outstanding problems with the Water Management System.

In addition, the Board may impose sanctions for violation of the Governing Documents, including those sanctions listed below and any others described elsewhere in the Governing Documents.

(a) Sanctions Requiring Prior Notice and Hearing. After written notice and an opportunity for a hearing in accordance with the By-Laws, the Board may:

(i) impose reasonable monetary fines, not to exceed \$100.00 for a single violation or \$100.00 per day in the case of a continuing violation; provided, in the case of a continuing violation, only a single notice and opportunity for hearing is required. The Board may adopt a schedule of fines establishing a range of fines for particular types of violations, which range may vary depending on the nature of the violation. There is no limit on the aggregate amount of any fine for a continuing violation;

(ii) suspend, for a reasonable period of time, the right of any Owner and occupants of a Unit and their guests to use any Common Area facilities (other than as required to provide access and utilities to the Unit which they own or occupy) for failure to comply with the Governing

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Documents, except that if the Owner is more than 90 days delinquent in paying any assessment or other charge owed the Association), the Association may suspend such right, without prior notice or a hearing, for so long as any assessment or other amounts owed to the Association remain unpaid;

(iii) suspend services the Association provides to the Unit if the Owner is more than 90 days delinquent in paying any assessment or other charge owed the Association, which suspension may continue until such assessments or other charges have been paid in full; provided, nothing herein shall authorize the Board to suspend essential utilities (*i.e.*, electricity, natural gas, or water);

(iv) exercise self-help or take action to abate any violation of the Governing Documents in a non-emergency situation (including removing personal property that violates the Governing Documents);

(v) without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who causes damage to any property in the Community owned by others or fails to comply with the terms and provisions of Chapter 5 and the Design Guidelines from continuing or performing any further activities in the Community;

(vi) levy Specific Assessments to cover costs the Association incurs in bringing a Unit into compliance with the Community-Wide Standard or other requirements under the Governing Documents, or in repairing damage to any portion of the Area of Common Responsibility resulting from actions of any Owner or occupant of a Unit, their contractors, subcontractors, agents, employees, or invitees; and

(vii) record a notice of violation with respect to any Unit on which a violation exists.

If, after notice and an opportunity for a hearing, the violation continues or recurs within 12 months after the date of such notice, then unless otherwise limited by the Act, the Board may impose any of the above sanctions without further notice or opportunity for another hearing.

(b) Other Sanctions. The Board may take the following actions to obtain compliance with the Governing Documents without prior notice or a hearing:

(i) suspend the right of any Owner and occupants of a Unit and their guests to use any Common Area facilities (other than as required to provide access and utilities to the Unit which they own or occupy) and/or suspend the vote allocated to any Unit, if the Owner is more than 90 days delinquent in paying any Base Assessment or Service Area Assessment levied on the Unit pursuant to Chapter 12 or any fee, fine, or other monetary obligation due to the Association;

(ii) exercise self-help or take action to abate a violation on a Unit in any situation that requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

(iii) exercise self-help or take action to abate a violation on the Common Area under any circumstances;

(iv) require an Owner or an Additional Association, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Unit or on the Additional Association's property, respectively, that is

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in violation of the Community-Wide Standard or other requirements under the Governing Documents and to restore the property to its previous condition;

(v) enter the property and exercise self-help to remove or cure a violating condition if an Owner or Additional Association fails to take action as required pursuant to Section 8.2(b)(iv) within 10 days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

(vi) bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

(c) Powers Relating to Additional Associations. The Association may require specific action to be taken by any Additional Association in connection with its obligations and responsibilities under this Charter or any applicable Supplement, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefore.

An Additional Association shall take appropriate action required by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Additional Association fails to comply, the Association shall have the right to effect such action on behalf of the Additional Association and levy Specific Assessments against the Units within the Additional Association's jurisdiction to cover the costs, as well as an administrative charge and sanctions.

(d) Founder's Right to Impose Sanctions. In the event that the Association fails or refuses to take action or impose sanctions under this Chapter after notice from the Founder of a violation of the Governing Documents, the Founder shall

have the right to levy monetary fines on behalf of the Association after notice and hearing in the same manner as the Association under Section 8.2(a). In addition, the Founder may exercise self-help or take action to abate a violation or bring suit at law or in equity in the same manner as the Association under Section 8.2(b).

(e) Powers Related to Owners of Multiple Units. Notwithstanding any other provision of the Governing Documents, in the case of an Owner who owns more than one Unit, the Owner's voting rights and rights to use any Common Area facilities may be suspended with respect to all of such Owner's Units, regardless of the fact that the reason for the sanction relates to less than all of the Owner's Units.

8.3. Board Decision to Pursue Enforcement Action

The Association's decision to pursue enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. For example, the Board may determine that, in a particular case:

(a) the Association's position is not strong enough to justify taking any or further action;

(b) the covenant, restriction, or rule being enforced is, or is likely to be construed as, inconsistent with applicable law;

(c) although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

(d) that it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

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A decision not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

8.4. Attorneys' Fees and Costs

In any action to enforce the Governing Documents, the prevailing party shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action, in addition to such other amounts as may be authorized by Florida law.

8.5. Enforcement of Ordinances

The Association, by contract or other agreement, may enforce applicable laws, regulations, ordinances, and governmental requirements. In addition, Charlotte County or Lee County, Florida, and other governmental entities having jurisdiction, may enforce laws, regulations, ordinances, and governmental requirements within the Community.

PART THREE: ASSOCIATION OPERATIONS

Chapter 9 - Property Management

One of the Association's primary functions is maintaining and operating property and facilities for the common benefit of the Owners and residents of the Community. This Chapter establishes the Association's obligation to accept property that the Founder designates as Common Area or Limited Common Area and to maintain, operate, and insure it, along with certain other properties, for the benefit of the Community.

9.1. Acceptance and Control of Association Property

(a) *Transfers and Conveyances by Founder.* The Founder and its designees may transfer or convey to the Association interests in and obligations imposed with respect to real or personal property within or for the benefit of the Community, and the Association shall accept such transfers and conveyances, assume and hold the Founder harmless from such obligations, and cooperate with and support any effort by the Founder, Founder Affiliates, or their designees to be released from such obligations. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests.

Upon the Founder's written request, the Association shall reconvey to the Founder, or to a third party whom the Founder may designate, any real property that the Founder originally conveyed to the Association for no payment, to the extent conveyed in error or needed to make minor adjustments in property lines or accommodate changes in the development plan.

The Founder shall have the right to convey any property to the Association as Common Area subject to easements or other rights permitting persons who are not members of the Association to use and enjoy such Common Area upon such

terms and conditions as set forth in the document creating such easement.

The Founder may also transfer and assign to the Association any continuing obligations and responsibilities under development agreements or conditions of development approvals relating to the Community, including any obligation to post or maintain maintenance bonds on improvements within public rights-of-way or other portions of the Area of Common Responsibility. The Association shall accept, assume, and fulfill all such obligations and responsibilities as the Founder shall assign to it.

(b) *Management and Control.* The Association is responsible for management, operation, and control of the Common Area, subject to any covenants set forth in the deed or other instrument transferring the property to the Association. The Association may enter into leases, licenses, or operating agreements with respect to portions of the Common Area for payment or no payment, as the Board deems appropriate, subject to the requirements of Florida law. The Association may permit use of Common Area facilities and Association property by persons other than Owners and occupants of Units and may charge use fees, in such amount as the Board may establish, for such use.

9.2. Maintenance of Area of Common Responsibility

The Association shall maintain the Area of Common Responsibility in accordance with the Community-Wide Standard. The Area of Common Responsibility includes, but is not limited to:

- (a) the Common Area, if any;

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(b) community signage, entry features, monumentation, and landscaping installed by the Founder at entrances to the Community and along roadways running through or adjacent to the Community, whether located on Common Area or in ISD or public rights-of-way, except to the extent that any ISD or other governmental or quasi-governmental authority is responsible for such maintenance;

(c) streets and alleys, if any, within the Community until such time as the ISD assumes responsibility for maintenance thereof; thereafter, the Association may arrange for street cleaning, if permitted by the ISD, to the extent that the Board deems it appropriate to maintain the Community-Wide Standard;

(d) such portions of any additional property as may be dictated by the Founder, this Charter, any Supplement, any Covenant to Share Costs recorded pursuant to Section 3.4, or any covenant or agreement for maintenance entered into by, or otherwise binding on the Association;

(e) any property and facilities that the Founder owns and makes available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members. The Founder shall identify any such property and facilities by written notice to the Association, and they shall remain part of the Area of Common Responsibility until the Founder revokes such privilege of use and enjoyment by written notice to the Association; and

(f) to the extent not the responsibility of the ISD, any wetlands located on Common Area or on property designated to be Common Area on a recorded plat of any portion of the Community, including ongoing monitoring and maintenance of the same in accordance with all local, state and federal permit requirements.

(g) lakes and ponds within any portion of the Community owned or maintained by the ISD, if permitted by the ISD and to the extent that the Board deems it appropriate to maintain the Community-Wide Standard;

(h) the Water Management System described below, if applicable.

Except to the extent that the ISD is responsible for maintenance and operation thereof, the Association shall be responsible for maintenance and operation of any storm water or surface water management system facilities located on Common Area or on any land designated to be Common Area on a recorded plat of any portion of the Community (the facilities which are the Association's responsibility being referred to in this Charter as the "**Water Management System**"), including maintenance, repair, and replacement, as needed, of pipes, culverts, and other structures and equipment located on the Common Area, unless and until such maintenance is assigned to or assumed by the ISD or another governmental or quasi-governmental authority. For so long as the Association is responsible for any portion of the Water Management System, the SFWMD permit and any future SFWMD permit actions shall be kept as part of the Association's official records.

To the extent the Association is responsible for maintenance of the Water Management System, if wetland mitigation and/or monitoring is required by the permit issued by the SFWMD, the Association shall be responsible for carrying out this obligation, including, but not limited to, meeting all conditions of the SFWMD permit relating to wetland mitigation, maintenance, and/or monitoring.

The Association shall have no responsibility for landscaping or other maintenance of Units burdened by stormwater drainage easements un-

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less otherwise specifically set forth in this Charter, a Supplement or in a recorded agreement or plat. This paragraph is for the express benefit of the SFWMD, which shall have the right to take action to enforce this provision, including, without limitation, the right to perform any required maintenance and recover from the Association all costs incurred in so doing.

The Association may maintain other property it does not own, including, without limitation, Units, property dedicated to the public, or property owned or maintained by an Additional Association, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property it does not own except to the extent that it has been negligent in performing its maintenance responsibilities.

The Association shall specifically be authorized to enter into agreements with the Commercial Association, Charlotte County and Lee County, Florida, and other owners of property in or near Babcock Ranch for the sharing of maintenance responsibility and/or costs associated with any property or services which the Board deems to benefit the Association and its Members.

9.3. Discontinuation of Operation

After termination of the Founder Control Period, the Association shall maintain the Common Area facilities, if any, in continuous operation unless, with respect to Common Areas other than Limited Common Areas, Voting Delegates representing 75% of the total votes in the Association consent in writing to discontinue such operation. If the property is Limited Common Area, any discontinuation shall require the Board's approval and the approval in writing of Owners representing at least 75% (or such higher percentage as a

Supplement may require) of the Units to which such Limited Common Area is assigned. In addition, the Founder's consent is required to discontinue operation of any Common Area facilities during the Development and Sale Period.

This Section shall not apply during the Founder Control Period and shall not apply to restrict the Board's ability to establish reasonable operating hours, which may vary by season, or to preclude temporary closures or interruptions in operation, as the Board may determine appropriate to perform maintenance or repairs.

9.4. Restoring Damaged Improvements

In the event of damage to or destruction of portions of the Area of Common Responsibility for which the Association has insurance responsibility, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially its condition prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.


The Association shall repair or reconstruct damaged Common Area improvements, unless:

- (a) this Charter is terminated pursuant to Section 21.1;
- (b) repair or restoration would be illegal under any state or local statute or ordinance governing health or safety;
- (c) with respect to Common Areas other than Limited Common Areas, Voting Delegates representing at least 75% of the total votes in the Association, decide within 60 days after the loss not to repair or reconstruct, and with respect to Limited Common Area or Units within a Service Area, any decision not to restore the damaged improvements is approved by Owners represent-

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ing at least 75% of the Units to which such Limited Common Area is assigned or the affected Service Area, respectively. In addition, the Founder's approval is required for the decision not to repair or reconstruct portions of the Common Area prior to the termination of the Development and Sale Period.

If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. No Mortgagee shall have the right to participate in determining whether the damage or destruction to the Common Area shall be repaired or reconstructed.

 This provision ensures that desirable Common Area improvements will be replaced if destroyed, but it also makes it possible not to repair or rebuild if the Owners who benefit from the Common Area prefer not to rebuild.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

The insurance proceeds, if any, attributable to any Units or Limited Common Areas that are not rebuilt shall be distributed to the Owners of the damaged Units or the Units to which such Limited Common Areas were assigned, or to their respective lienholders, as their interests may appear, in proportion to their relative liability for Association expenses. The Association shall retain and place in a capital improvements account for the benefit of all Owners or the Owners of Units within the affected Service Area, as appropriate, any insurance proceeds remaining

after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Unit.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Voting Delegates, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 11.4.

Chapter 10 - Provision of Services

In addition to its property management role, the Association is a vehicle for providing a variety of services for the benefit of the Community at large and individual Units. This Chapter describes some of the services the Association may provide and the mechanism by which it may provide varying levels and types of services to different areas of the Community.

10.1. Provision of Services to Units

The Association may arrange for or provide services to Owners and their Units, directly or through contracts with the Founder or other third parties. The Association may enter into bulk service agreements by which a particular service is provided to all Units, or it may offer various services at the option of each Owner, or both. By way of example and not limitation, such services might include such things as cable television, technology services, utilities, fire protection, security, trash collection, landscape maintenance, pest control, caretaker services, and concierge services.

Services may be provided to all Units, to all Units improved with a completed dwelling that is occupied or has been conveyed by the Builder for residential occupancy ("Improved Units"), to all Units in a Service Area, or to particular Units upon request. Services may be provided as a Common Expense pursuant to Section 12.1(a) or as a Service Area Expense pursuant to Section 12.1(b), as applicable, for which the Association may levy assessments pursuant to Chapter 12; provided, unimproved Units need not be assessed for services available only to Improved Units (e.g., cable television). The Association shall charge a separate use fee, in such amount as the Board may determine appropriate in its discretion, for any services offered at the option of an Owner, which fee shall be assessed against the benefited Unit as a Specific Assessment pursuant to Chapter 12.

Any Association contract for services shall comply with Florida Statutes § 720.309, if applicable, and may require individual Owners or occupants to execute separate agreements directly with the Persons providing components or services in order to gain access to or obtain specified services. Such contracts and agreements may contain terms and conditions that, if violated by the Owner or occupant of a Unit, may result in termination of services provided to such Unit. Any such termination and any failure or refusal to participate shall not relieve the Owner of the continuing obligation to pay assessments for any portion of the charges for such service that are assessed against the Unit as a Common Expense or Service Area Expense pursuant to Chapter 12.

In its discretion, the Board may discontinue offering particular services and may modify or cancel existing contracts for services, subject to the contract terms and any provision that may exist elsewhere in the Governing Documents requiring the Association to provide such services.

10.2. Provision of Services to Service Areas

(a) *Service Areas Designated by Founder.* The Association shall provide services to Units and Limited Common Areas serving the Units within any Service Area designated by the Founder pursuant to Section 3.3 as required by the terms of any Supplement applicable to such Service Area.

(b) *Service Areas Designated by Board.* In addition to Service Areas the Founder may designate pursuant to Section 3.3, any group of Owners may petition the Board to designate their Units as a Service Area for the purpose of receiving from the Association (i) special benefits or services that are not provided to all Units, or (ii) a higher level of service than the Association otherwise provides. Any such petition shall be signed by Owners of a majority of the Units with-

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in the proposed Service Area. Upon receipt of such petition, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and the initial fees for providing the requested service, which may include a reasonable administrative charge. If Owners representing at least 67% of the Units within the proposed Service Area approve the proposal in writing, the Board shall designate the Units as a Service Area and include the fees for such service as a line item in the Service Area budget pursuant to Section 12.2(c).

10.3. Community Technology

(a) *Community Systems.* Without limiting the generality of Sections 10.1 and 10.2, the Founder or any Founder Affiliate may provide, or may enter into and assign to the Association or the Commercial Association, or cause either such association to provide or to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software to serve the Community ("Community Systems"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Founder or Board determines appropriate.

The Association may directly, or through a Covenant to Share Costs with the Commercial Association, enter into a bulk rate service agreement providing access to any such Community System for all Units as a Common Expense. If particular services or benefits are provided to particular Owners or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may

assess the charges as a Service Area Assessment or Specific Assessment pursuant to Article 12 and pay such charges to the provider on behalf of the Owners, as the Board deems appropriate.

The Founder specifically reserves for itself and Founder Affiliates, and their respective successors and assigns, the right to establish a community intranet for the Community, the right to contract with third parties to provide service, software, and support; the right to grant access to the community intranet to the Association and its members on such terms and conditions as the Founder or Founder Affiliate determines appropriate, and the right to sell advertising on such community intranet and retain all revenues from the sale of such advertising.

(b) *Opportunities for Community Interaction.* The Association, alone or in conjunction with the Commercial Association or other associations pursuant to a Covenant to Share Costs, may make use of available technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may, as a Common Expense, sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and residents to interact and participate in Association-sponsored activities. To the extent Florida law permits, and unless otherwise specifically prohibited in the Governing Documents, the Association may send notices electronically, hold Board or Association meetings and permit attendance and voting by electronic means, and electronically send and collect assessment and other invoices.

Chapter 11 - Association Insurance

The Association is responsible for insuring against various types of risks, including property damage, personal injury, and liability. This Chapter describes the minimum types and amounts of coverage that the Association must obtain, the specific requirements for such policies, and the handling of deductibles and premiums for such insurance.

11.1. Required Coverages

The Association shall obtain and maintain in effect the following insurance coverage, if reasonably available, or if not reasonably available, the most nearly equivalent coverage as is reasonably available:

(a) Blanket property insurance covering "risks of direct physical loss" (or comparable coverage by whatever name denominated) for all insurable improvements on

(i) the Common Area;

(ii) property within any Service Area, to the extent specified in any Supplement; and

(iii) other portions of the Area of Common Responsibility, to the extent that the Association has responsibility for repair or replacement in the event of a casualty.

If necessary, coverage for wind damage may be by separate policy, including any policy issued by a joint underwriting association or company or any company writing wind coverage exclusively or predominantly. The limits of Association property insurance policies shall be sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(b) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or injury caused by the negligence of the Association

or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a limit of at least \$2,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage. Such coverage may be provided through a combination of primary and umbrella policies. However, if additional coverage and higher limits are available at reasonable cost that a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(c) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(d) Directors and officers liability coverage; and

(e) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one fourth of the annual Base Assessments (as defined in Section 12.2) on all Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation.

Unless otherwise required by an applicable Supplement, Association property and liability insurance does not cover individual Units, and it is the responsibility of each Owner to insure its Unit and the contents of its Unit as provided in Section 6.3.

The Association shall arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the Charlotte County and Lee County, Florida area. In the exercise of its

Association Insurance

business judgment, the Board may obtain additional insurance coverage and higher limits than this Section requires.

11.2. Deductibles

The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 11.1. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Service Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Specific Assessment, but the right to do so shall not affect or impair any waiver of subrogation provision of any policy.



The Board may hold any Persons who cause damage to insured improvements responsible for the insurance deductible payable on any insurance claim related to such damage.

11.3. Policy Requirements

All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon request, to each Owner and Mortgagee.

To the extent available at reasonable cost and terms, all Association insurance shall:

(a) be written with a company authorized to do business in Florida that satisfies the requirements of the Federal National Mortgage Association

("Fannie Mae"), the Federal Home Loan Mortgage Corporation ("Freddie Mac"), or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members, except that policies on Limited Common Area shall be for the benefit of the Owners of Units within the Service Area to which the Limited Common Area is assigned and their Mortgagees, as their interests may appear;

(c) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(d) contain an inflation guard endorsement;

(e) include a co-insurance waiver or an agreed amount endorsement, if the policy contains a co-insurance clause;

(f) provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;


(g) provide a waiver of subrogation against any Owner or household member of an Owner;

(h) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.

In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insureds and provide:

Association Insurance

(a) a waiver of subrogation as to any claims against the Association's directors, officers, employees, and manager;

 *Subrogation is a legal concept by which one person is substituted in the place of another with respect to a lawful claim or right. For example, once they have paid a claim by an insured party, insurance companies generally have the right to step into the shoes of the insured party and sue anyone that the insured party could have sued.*

(b) a waiver of the insurer's right to repair and reconstruct instead of paying cash;

(c) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(d) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(e) a cross liability provision; and

(f) a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

11.4. Insurance Premiums

Premiums for all Association insurance shall be a Common Expense, except that premiums for property insurance on Units within, or Limited Common Areas assigned to, a particular Service Area shall be a Service Area Expense unless the Board reasonably determines that other treatment of the premiums is more appropriate.

Chapter 12 - Association Finances and Special Purpose Fees

This Chapter provides for various types of funding to cover expenses that the Association incurs or expects to incur in exercising its authority and performing its responsibilities under the Governing Documents. The primary source of funding is the assessments this Chapter authorizes the Association to levy against the Units and collect from the Owner of each Unit. Assessments are secured by a lien on each Unit as described in this Chapter. In addition, this Chapter provides for payment of certain special purpose fees for the benefit of the Community which are secured by a lien on each Unit.

12.1. Association Expenses

(a) Common Expenses. Except as the Governing Documents otherwise specifically provide, all of the expenses that the Association incurs, or expects to incur, in connection with the ownership, maintenance, and operation of the Area of Common Responsibility, and otherwise for the general benefit of the Owners, are considered "**Common Expenses**." Common Expenses include such operating reserves and reserves for repair and replacement of capital items within the Area of Common Responsibility as the Board finds necessary or appropriate.

Common Expenses shall not include any expenses incurred during the Founder Control Period for initial development or original construction costs unless Voting Delegates (other than

Founder appointees) representing a majority of the total votes in the Association approve such expenditure. Payments due under leases of capital improvements such as streetlights shall not be considered an initial development or original construction cost.

The characterization of a particular expense as a "Common Expense" shall not preclude the Association from seeking reimbursement for, or a contribution toward, such expenses from other Persons who may be responsible for the expenses incurred or for sharing such expenses pursuant to this Charter, any Supplement, or any other recorded covenants or agreements.

(b) Service Area Expenses. All expenses that the Association incurs or expects to incur in connection with the ownership, maintenance, and operation of Limited Common Areas or in providing other benefits and services to a Service Area, including any operating reserve or reserve for repair and replacement of capital items maintained for the benefit of the Service Area, are considered "**Service Area Expenses**." Service Area Expenses may include a reasonable administrative charge in such amount as the Board deems appropriate, provided that any such administrative charge is applied at a uniform rate per Unit among all Service Areas receiving the same service.



12.2. Budgeting for and Allocating Association Expenses

(a) Preparation of Budget. At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year ("**General Budget**"). In addition, the Board shall prepare a separate budget for each Service Area reflecting the estimated Service Area Expenses that the Association expects to incur for the bene-

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fit of such Service Area in the coming year ("Service Area Budget").

The estimated expenses in each budget shall include, in addition to any operating reserves, a contribution to a reserve fund, in such amount as may be required by the funding formula set forth in Florida Statutes § 720.303(6), for deferred maintenance and repair and replacement of any capital improvements to be maintained as a Common Expense or as a Service Area Expense of the Service Area for which the budget is prepared, as applicable, unless the membership waives or reduces such reserves as provided in Florida Statutes § 720.303(6). In determining the amount of such reserve contribution, the Board shall take into account the number and nature of replaceable assets, the expected useful life of each, the expected repair or replacement cost or deferred maintenance expense, and the contribution required to fund the projected needs by annual contributions over the useful life of the asset, in accordance with the requirements of Florida Statutes § 720.303(6), as amended. So long as the Board exercises business judgment, which may include relying in good faith on the advice of its accountants or other professional advisers in determining the amount or necessity of the reserve fund, the amount shall be considered adequate.

Each budget shall separately set forth all fees or charges to be paid by the Association for recreational amenities, whether owned by the Association, the Founder, or another Person.

Each budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Units (including amounts to which the Association is entitled pursuant to any covenant or agreement to share costs), and the amount to

be generated through the levy of Base Assessments and Service Area Assessments pursuant to Sections 12.2(b) and (c). Each budget shall reflect the estimated surplus or deficit as of the end of the current year.

(b) Calculation of Base Assessments. The Board shall establish a rate of assessment which it believes will be sufficient to fund the General Budget when levied equally against all Units subject to assessment under Section 12.6. The total assessment against each such Unit for its share of the General Budget shall be levied as a "Base Assessment," subject to the provisions of subsection (c).

(c) Calculation of Service Area Assessments. For each Service Area Budget, the Board shall establish a rate of assessment which it believes will be sufficient to fund such Service Area Budget when levied against all Units in the Service Area that are subject to assessment under Section 12.6. The total assessment against each Unit for its share of the Service Area Budget shall be levied as a "Service Area Assessment," subject to the provisions of subsection (c). Unless otherwise specified in any Supplement applicable to a Service Area, Service Area Assessments shall be set at a uniform rate per Unit in the Service Area, except that any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves that pertain to particular structures may be levied on each of the benefited Units in proportion to the benefit received, as the Board may reasonably determine.

All funds that the Association collects as Service Area Assessments shall be accounted for separately from the Association's general funds and expended solely for the benefit of the Service Area for which they were collected.

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(d) *Founder's Subsidy Option.* The Founder may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by the Founder under Section 12.6(b)). Any such subsidy may be treated as a contribution, an advance against future assessments due from the Founder, or a loan, in the Founder's discretion. Any such subsidy and the characterization thereof shall be conspicuously disclosed as a line item in the income portion of the budget. Payment of such subsidy in any year shall not obligate the Founder to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Founder.

(e) *Notice of Budget and Assessment; Right to Disapprove.* The Board shall send a copy of each applicable budget, together with notice of the amount of the Base Assessment and any Service Area Assessment to be levied pursuant to such budgets, to each Owner at least 30 days before the fiscal year begins, by such means as provided for notice in the By-Laws. Any change in the method of delivery of such notice shall be subject to the provisions of Florida Statutes §720.3085(3)(c).

Notwithstanding any provision to the contrary, and except for assessment increases necessary for emergency situations, after termination of the Founder Control Period, any Base Assessment that is more than 10% greater than such assessment for the immediately preceding fiscal year is subject to disapproval at a meeting by Voting Delegates representing at least 75% of the votes allocated to Units subject to such assessment.

Except for increases necessary for emergency situations, after termination of the Founder Control Period, any Service Area Assessment that is more than 10% greater than such assessment for the immediately preceding fiscal year is subject to

disapproval at a meeting by Owners representing a majority of the votes within the Service Area subject to such assessment.

An emergency situation is any one of the following:

(i) an extraordinary expense required by an order of a court;

(ii) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible where a threat to personal safety is discovered;

(iii) an extraordinary expense necessary to repair or maintain any portion of the Community for which the Association is responsible and which could not reasonably have been foreseen by the Board in preparing and distributing the pro forma budget. However, prior to the imposition or collection of such an assessment, the Board shall pass a resolution containing written findings as to the necessity of the extraordinary expense involved and why the expense was not or could not have been reasonably foreseen in the budgeting process. Notice of the Board meeting at which such resolution is to be considered, explaining the nature of the assessment proposed, shall be provided to the Owners along with the notice of such assessment; or

(iv) to defend itself in litigation, arbitration, or other legal or administrative actions brought against it.

There shall be no obligation to call a meeting for the purpose of considering any budget except, in the case of the General Budget, on petition of the Voting Delegates as provided for special meetings in the By-Laws, and in the case of a Service Area Budget, on petition of Owners of at least 67% of the Units within the Service Area. Any such petition must be presented to the Board

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within 10 days after delivery of the budget and notice of any assessment. In addition, if required by Florida law, Owners shall be given notice of and the opportunity to attend Board meetings at which assessments are to be considered and levied.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

(f) Budget Revisions. The Board may revise the budget and adjust the Base Assessment or Service Area Assessments anytime during the year, subject to the same notice requirements and rights to disapprove set forth in Section 12.2(e).

12.3. Special Assessments

In addition to other authorized assessments, the Association may levy "Special Assessments" against all Units subject to assessment under Section 12.6, or against the Units within any Service Area which are subject to assessment under Section 12.6, to cover non-routine or unanticipated expenses or expenses in excess of those anticipated by the applicable budget. During the Founder Control Period, any Special Assessment shall require such approval as is required by Florida Statutes § 720.315. Thereafter, except as otherwise specifically provided in this Charter or the By-Laws, any Special Assessment for Common Expenses may be adopted by the Board unless it would exceed, on a per Unit basis, 10% of the Base Assessment levied against each Unit for the year in which the Special Assessment is adopted, in which case it shall require the affirmative vote or written consent of Voting Delegates entitled to cast at least 75% of the votes attributable to Units subject to assessment under Section 12.6 and shall be allocated equally among all such Units.

Any Special Assessment for Service Area Expenses may be adopted by the Board unless it would exceed, on a per Unit basis, 10% of the Service Area Assessment levied against each Unit in the Service Area for the year in which the Special Assessment is adopted, in which case it shall require the affirmative vote or written consent of Owners representing more than 50% of the total votes allocated to Units in the benefited Service Area and shall be allocated in the same manner as Service Area Assessments under Section 12.1(c) except as otherwise specifically provided in this Charter or the By-Laws. In addition, during the Development and Sale Period, any Special Assessment shall also be subject to the Founder's written consent.

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.

12.4. Specific Assessments

The Association may levy "Specific Assessments" against a particular Unit as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to the Unit upon request of the Owner pursuant to any menu of optional services the Association may offer pursuant to Section 10.1. Specific Assessments for optional services may be levied in advance of the provision of the requested service;

(b) in the case of an Improved Unit, to cover the charges for services provided to all Improved Units pursuant to any bulk service or similar agreement entered into by the Association pursuant to Section 10.1;

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(c) to cover costs incurred in bringing the Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; however, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing in accordance with the By-Laws before levying any Specific Assessment under this subsection;

(d) to cover the Unit's pro rata share of any costs that the Association incurs in bringing any Additional Association of which the Unit is a part into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Additional Association and the Owners of Units comprising it and an opportunity for such Owners to be heard before levying any such assessment; and

(e) to cover any deductible assessed against the Owner of Unit pursuant to Section 11.2; and

(f) to cover any other amounts that the Governing Documents authorize the Association to charge to a particular Owner or levy against any particular Unit.

The Association may levy Specific Assessments against an Additional Association to cover costs that the Association incurs in bringing the Additional Association into compliance with the provisions of the Governing Documents; however, the Board must give prior written notice to the Additional Association's board of directors and an opportunity for the Additional Association to be heard before levying any such assessment.

12.5. Environmental Stewardship Fee

In addition to assessments authorized hereunder, the Association shall charge and collect from each Improved Unit an "Environmental Stew-

ardship Fee" which shall be used for the purpose of supporting environmental education and stewardship activities in the Community and its environs, which may include the Babcock Ranch Preserve. The Board shall set the amount of the Environmental Stewardship Fee at not less than \$12.00 per Improved Unit per year. The Environmental Stewardship Fee shall constitute an assessment against the Improved Unit collectible in the same manner as other assessments hereunder and shall be secured by a lien in favor of the Association as provided in Section 12.8. The Environmental Stewardship Fees collected shall be deposited in a separate account from the Association's other accounts and shall be disbursed biannually as follows: 75% to the Foundation, its successors or assigns, and 25% to Friends of Babcock Ranch Preserve, Inc., a Florida not for profit corporation, its successors or assigns. This Section 12.5 is required by that certain Second Amendment to Agreement for Sale and Purchase between MSKP III, Inc. a Florida corporation, as Seller, and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, the Board of County Commissioners of Lee County, Florida, the Florida Fish and Wildlife Conservation Commission, and the Department of Agriculture and Consumer Services, collectively, as "Purchaser" ("Second Amendment") and shall not be amended in a manner inconsistent with such Second Amendment without the written approval of the Seller and Purchaser thereunder.

12.6. Authority to Assess Owners; Time of Payment

The Founder hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Chapter and elsewhere in the Governing Documents. Except as otherwise provided in this Section, the obligation to pay assessments shall commence:

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(a) as to each Unit made subject to the Charter on or before November 25, 2020, on the later of: (i) the date on which the Association first adopts a budget and levies assessments; or (ii) the date on which the Unit is made subject to this Charter; and

(b) as to each Unit made subject to the Charter after November 25, 2020, on the later of: (i) the date the Unit is made subject to the Charter, or (ii) the date a building permit is issued for construction of either a dwelling on the Unit or a building in which the Unit is to be located; provided, in the case of a building containing 12 or more Units, a Unit within such building shall be assessed at 50% of the full Base Assessment rate until the date of issuance of a certificate of occupancy for such Unit.

Notwithstanding the above, the obligation to pay the Environmental Stewardship Fee shall not commence until the first day of the first month after a Unit becomes an Improved Unit, as defined in Section 10.1 and, if this Charter or any Supplement so provides, all or a portion of the Service Area Assessments on a Unit may be discounted for Units which are not Improved Units to reflect the lower Service Area Expenses associated with such Units. The first annual Base Assessment and Service Area Assessment, if any, levied on each Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and any Service Area Assessment shall be due and payable in advance on the first day of each fiscal year. The Board may require advance payment of assessments at closing of the transfer of title to a Unit and impose special requirements for Owners

with a history of delinquent payment. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

12.7. Obligation for Assessments and Fees

(a) *Personal Obligation.* By accepting a deed or entering into a recorded contract to purchase any Unit, each Owner covenants and agrees to pay all assessments and fees authorized in the Governing Documents. All assessments and fees, together with interest (computed from its due date at a rate of 12% per annum or such higher rate as the Board may establish, subject to the limitations of Florida Statutes §720.3085), late charges as determined by Board resolution (subject to the limitations of Florida Statutes §720.3085), costs, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit until paid in full; provided, the Association may not require payment of attorney fees related to a past due assessment without first delivering a written notice of late assessment to the Owner which specifies the amount owed and provides the Owner an opportunity to pay the amount owed without the assessment of attorney fees. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance, without prejudice to any right the grantee may have to recover from the prior Owner the amounts paid by the grantee. However, the liability of a Mortgagee who obtains title to a Unit by foreclosure or deed in lieu of foreclosure of its Mortgage for unpaid assessments that accrued prior to such acquisition of title shall be limited as provided in Florida Statutes § 720.3085.

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By buying a Unit in the Community each Owner agrees to pay all assessments levied against his or her Unit. If the Owner does not pay on time, that Owner will be charged late fees on all past due amounts. Owners may not claim a reduction in their assessments due to action or inaction by the Association.

Notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying the payment, all payments accepted by the Association on the account of any Owner shall be applied first to interest accrued, then to any late charge, then to any costs and reasonable attorney's fees incurred in collection, and then to the principal amount of the delinquent assessment.

The Board's failure to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments, Service Area Assessments, and Environmental Stewardship Fees at the rate established for the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfall.

No Owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Unit, or non-use of services provided to all Units or to all Units within the Service Area to which the Unit is assigned. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, for inconvenience or discomfort arising from the making of

repairs or improvements, or from any other action it takes.

Within 10 business days after receipt from an Owner or Mortgagee or its designee of a written request for an estoppel certificate, the Association shall provide a certificate in writing, in substantially the form required by Florida Statutes §720.30851, signed by an officer, director, or other authorized agent of the Association and setting forth the amount of any unpaid assessments or other charges owed to the Association with respect to the Unit and such other information as required by such form. If so authorized by Board resolution or by a written management, bookkeeping or maintenance contract to which the Association is a party, the Association may require the payment of a reasonable fee, not to exceed the amounts authorized in Florida Statutes 720.30851, for the preparation and issuance of such certificate in accordance with this subsection (a) and the amount of such fee shall be stated in the certificate. The Association shall designate on its website a Person and a street or email address to whom requests for estoppel certificates may be directed.

(b) Founder's Financial Obligations to Association. The Founder shall be liable for assessments on any Units it owns that are subject to assessment under this Section, except that from the date of recording of the Original Charter through the termination of the Founder Control Period, the Founder shall be excused from its obligation to pay Base Assessments and Service Area Assessments on Units it owns so long as it is obligated to pay operating expenses incurred by the Association (exclusive of contributions to reserve funds) in excess of the assessments receivable from other Members plus other income of the Association, if applicable ("Excess Operating Expenses").

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The Founder shall be obligated to pay Excess Operating Expenses under this subsection (b) during any fiscal year for which it has given the Board written notice of its commitment to pay such Excess Operating Expenses in lieu of paying regular assessments and during each successive fiscal year, unless and until the Founder otherwise notifies the Board in writing at least 60 days before the beginning of the next fiscal year. After termination of the Founder Control Period, the Founder shall pay assessments on any Units it owns that are subject to assessment under Section 12.6 in the same manner as any other Owner liable for such assessments.

Regardless of the Founder's election under this Section, any of the Founder's financial obligations to the Association may be satisfied in the form of cash, by "in kind" contributions of services or materials, or by a combination of these.

12.8. Lien for Assessments

(a) *Existence of Lien.* Subject to Florida law, as it may be amended, the Association shall have a lien against each Unit to secure payment of assessments and Environmental Stewardship Fees, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees and expenses), except that a Specific Assessment for monetary fines of less than \$1,000 in the aggregate shall not be secured by the Association's lien against the Unit unless and until they exceed \$1,000 in the aggregate. Subject to the limitations of Florida law, such lien shall be effective from and relate back to the date on which the Original Charter was recorded, except that as to any first Mortgage of record, it shall be effective from and after recording of a claim of lien in accordance with Florida Statutes § 720.3085. Such lien shall be superior to all other liens except (i) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (ii) the lien

or charge of any recorded Mortgage made in good faith and for value having first priority over any other Mortgages on the Unit and recorded prior to the recording of the Association's claim of lien.

Prior to filing a claim of lien or otherwise taking any action to enforce its lien, the Association shall provide the delinquent Owner with written notice or demand for the past due assessments and any other amounts which the Owner owes to the Association pursuant to the Governing Documents. Such notice shall be in substantially the form required by Florida Statutes §720.3085(4) and shall give the Owner at least 45 days from the date the notice is deposited in the mail, as provided below, within which to pay all amounts due, including, but not limited to, any attorneys' fees and actual costs that the Association has incurred in connection with the preparation and delivery of such notice. Such notice may inform the Owner of the Association's intent to file a claim of lien and to foreclose such lien and collect the amounts due if not paid within such 45-day or longer period. The notice shall be sent by registered or certified mail, return receipt requested, and by first class mail, to the last address of the Owner reflected in the Association's records and to the address of the Unit, if different from the address in the Association's records. If the Owner's address as reflected in the Association's records is located outside the United States, sending the notice to such address by first class United States mail shall be sufficient.

(b) *Enforcement of Lien.* The Association may take action to foreclose its lien in the same manner as the foreclosure of a mortgage and may also bring an action to recover a money judgment for the amounts due without waiving its claim of lien; however, no such action shall be brought until 45 days after the Owner has been provided with notice of the Association's intent to fore-

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close and collect the unpaid amount as provided in subsection (a).

The Association may bid for the Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Unit. While a Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no assessment shall be levied on it; and (iii) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association.

The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same in addition to pursuing any and all remedies allowed by law to enforce the lien.

(c) Effect of Sale or Transfer. Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit and the subsequent owner thereof from the personal obligation for assessments due at the time of transfer of title, except that the liability of a holder of a first Mortgage who acquires title to a Unit pursuant to foreclosure of the Mortgage or a deed in lieu of such foreclosure for assessments due prior to such acquisition of title shall be limited as provided in Florida Statutes § 720.3085. Any unpaid assessments for which such holder is not liable shall be deemed to be Common Expenses collectible from Owners of all Units subject to assessment under Section 12.6, including such acquirer, its successors and assigns.



If an Owner does not pay his or her assessments on time, the Association may foreclose its lien on the Owner's Unit, causing it to be sold to pay the past due assessments. The Association also may sue an Owner in court to recover past due assessments.

12.9. Exempt Property

The following property shall be exempt from payment of Base Assessments, Service Area Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Founder as are included in the Area of Common Responsibility;

(b) Any property dedicated to and accepted by the ISD; and

(c) Property owned by any Additional Association for the common use and enjoyment of its members, or owned by the members of an Additional Association as tenants-in-common.

In addition, both the Founder and, after termination of the Founder Control Period, the Association shall have the right, but not the obligation, to grant exemptions to Units owned and used by Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code, so long as the Owner to whom such exemption is issued continues to hold title to the Unit, maintain its tax-exempt status, and uses the property for tax-exempt purposes consistent with the conditions of such exemption. Exemptions granted by the Founder shall be granted by written notice to the Association and the Owner setting forth the conditions of such exemption and shall be binding on the Association so long as the conditions set forth herein and in such notice continue to be satisfied.

12.10. Capitalization of Association

Except as otherwise provided in this Section, upon each transfer of title of a Unit to a Person other than the Founder, a Founder Affiliate, or a Builder designated by the Founder, the transferee shall make a contribution to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit lev-

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ied by the Association for the year in which the transfer occurs. This amount shall be in addition to, not in lieu of, the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. This amount shall be due and payable to the Association immediately upon transfer of title for its use in covering initial start-up expenses, operating expenses, and other expenses that it incurs pursuant to this Charter and the By-Laws. This Section shall not apply to the following transfers:

- (i) a transfer to the Founder, a Founder Affiliate, or a Builder designated by the Founder;
- (ii) a transfer by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;
- (iii) a transfer to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner; or
- (iv) a transfer to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

12.11. Use and Consumption Fees

The Association may offer services or facilities for which it does not recover its costs through assessments under this Chapter. The Board may charge use and consumption fees to any Person who chooses to use such services, equipment, or facilities and may determine the amount and method of determining such fees. Different fees may be charged to different classes of users (e.g., Owners and non-Owners).

12.12 Community Enhancement Fee.

(a) *Authority.* A "Community Enhancement Fee" shall be paid upon each transfer of title to a Unit, except such transfers as are

exempt under Section 12.12(d). The Community Enhancement Fee shall be in an amount determined pursuant to Section 12.12(c), shall be charged to the seller of the Unit, and shall be paid at the closing of the transfer. For any non-exempt transfers occurring prior to the date upon which Babcock Ranch Foundation, Inc. (the "Foundation") is granted tax-exempt status under I.R.C. Section 501(c), the fee shall be paid to the Association. Thereafter the fee shall be paid directly to the Foundation. Community Enhancement Fees shall constitute an assessment against the Unit being transferred and shall be secured by a lien in favor of the Association or the Foundation, as applicable, having the same characteristics and enforceable in the same manner as the Association's lien for assessments under Section 12.8, except that any lien in favor of the Foundation shall be subordinate to the Association's lien for assessments hereunder.

(b) *Purpose.* All Community Enhancement Fees collected hereunder shall be placed in a segregated account and used exclusively to provide funding for programs and activities designed to enhance and provide a "direct benefit" to the Community, as the term "direct benefit" is defined in rules of the Federal Housing Finance Agency at 12 C.F.R. Part 1228.1, as it may be amended. For example, Community Enhancement Fees might be used to sponsor or fund, or to assist one or more tax-exempt entities in sponsoring or funding cultural, educational, charitable, recreational, environmental, conservation, or other similar activities that are conducted in or protect the Community or adjacent or contiguous property, or are conducted on Common Area or other property primarily used by residents of the Community. Community Enhancement Fees shall not be used to engage in any political activity, including lobbying, protesting, or taking or asserting a position in any zoning matter.

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Within the parameters of this Section 12.11, the Board's judgment in determining the allocation and expenditure of such funds shall be final so long as such judgment is exercised in good faith, and the Association, the Foundation, and their respective directors, officers, and employees shall not be liable to any Person for any error in judgment or any action or inaction relating to the expenditure of such funds, except that nothing in this Section shall relieve any person of liability for gross negligence or willful misconduct in the handling of such funds.

(c) *Fee Determination.* The Board shall have the sole discretion to determine the amount of and method of calculating the Community Enhancement Fee. The fee may be fixed or based upon a sliding scale that varies according to the "gross sales price" of the property or any other factor the Board deems appropriate. However, the Community Enhancement Fee may not exceed one-quarter of one percent (0.25%) of the Unit's gross sales price, or in the case of a transfer other than a sale at fair market value, the average of the Community Enhancement Fee paid upon the last five non-exempt transfers. The "gross sales price," for purposes of this section, shall mean the total amount paid by the purchaser for the real property, excluding customary closing costs.

(d) *Exempt Transfers.* Notwithstanding the above, no Community Enhancement Fee shall be levied upon transfer of title to a Unit:

(i) by or to the Founder or a Founder Affiliate;

(ii) by a Builder designated by the Founder who held title solely for purposes of development and resale;

(iii) by a co-Owner to any Person who was a co-Owner immediately prior to such transfer;

(iv) to the Owner's estate, surviving spouse, or heirs at law upon the death of the Owner;

(v) to an entity wholly owned by the grantor or to a family trust created by the grantor for the benefit of grantor, his or her spouse, and/or heirs at law; provided, upon any subsequent transfer of an ownership or beneficial interest in such entity, the Community Enhancement Fee shall become due;

(vi) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage; or

(vii) under circumstances which the Board, in its discretion, deems to warrant classification as an exempt transfer (e.g., a transfer made solely for estate planning purposes may be, but is not required to be, deemed exempt from payment of the Community Enhancement Fee).

PART FOUR: RELATIONSHIPS WITHIN AND OUTSIDE THE COMMUNITY

Chapter 13 - Easements

The easements created in this Chapter establish the rights of Owners to use the Common Area and create various rights for the benefit of owners, the Founder, the Association, and others over property within the Community. Some of these rights are related to development and construction within the Community and on adjacent property while others relate to the rights of the Association to come upon property of others to fulfill its responsibilities.

13.1. Easements in Common Area



An easement is one person's right to go onto the property of another.

The Founder grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

(a) the Governing Documents and any other applicable covenants;

(b) any restrictions or limitations contained in any deed conveying such property to the Association;

(c) certain Owners' rights to the exclusive use of those portions of the Common Area designated Limited Common Area; and

(d) the Board's right to:

(i) adopt rules regulating Common Area use and enjoyment, including rules limiting the number of guests who may use the Common Area, and to charge use fees for such use except that no such rule shall unreasonably restrict an Owner's right to peaceably assemble on the Common Area or to invite public officers or candidates for

public office to appear and speak on the Common Area;

(ii) suspend an Owner's or occupants' right to use Common Area facilities for nonpayment of assessments or other violations of the Governing Documents;

(iii) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Charter;

(iv) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area, which fees may vary by class of user as provided in Section 7.2(b);

(v) require execution of an assumption of risk and waiver and release of liability in favor of the Association as a condition of using any facility or participating in any Association-sponsored activity or any activity taking place on the Common Area;

(vi) rent all or a portion of any Common Area facility on an exclusive or non-exclusive short-term basis to any Person, on such terms as the Board may deem appropriate;

(vii) permit use of any Common Area facility by persons other than Owners and occupants of Units, which use may be subject to admission charges, membership fees, or other user fees established in the Board's discretion;

(viii) grant licenses to Owners and occupants, on such terms as the Board deems appropriate, for the exclusive use of garden plots within any portion of the Common Area designated for use as a community garden;

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(ix) permit use of any Common Area facilities, at such charge or no charge as the Board may determine appropriate, for the purpose of conducting special events, providing services for the convenience of owners and occupants of Units, or offering and conducting classes or other activities for interested Owners and occupants and their employees, whether offered on a fee basis for profit or otherwise; and

(ix) mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(e) the Board's duty to permit use of Common Area facilities by residents of Units within any Age-Qualified Area or dwellings within in any multi-family rental properties within Babcock Ranch, and their respective guests, in accordance with the terms of any recreational use agreement or similar document entered into by the Founder or the Association relating to such Common Area facilities;

(f) the right of the Founder and its designees to use the Common Area pursuant to Chapter 18.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social invitees, as applicable, subject to reasonable Board regulation. An Owner who leases his or her Unit shall be deemed to have assigned all such rights to the lessee of such Unit for the period of the lease, except that an Owner who leases a garage apartment or similar accessory dwelling approved pursuant to Chapter 5 may extend such rights of use and enjoyment to the lessee of such accessory dwelling without relinquishing such rights for the benefit of the occupants of the main dwelling on the Unit.

13.2. Easements of Encroachment



An encroachment occurs when a person's home, fence, or other structure extends onto his or her neighbor's property. This section permits minor, inadvertent encroachments to remain.

The Founder grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and any adjacent Common Area and between adjacent Units. A permitted encroachment is a structure or fixture that extends unintentionally from one person's property onto another's a distance of less than one foot, as measured from any point on the common boundary along a line perpendicular to such boundary. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

13.3. Easements for Utilities and Other Infrastructure

(a) Installation and Maintenance. The Founder reserves for itself and grants to the Association and all utility providers perpetual non-exclusive easements throughout the Community (but not through a structure) to the extent reasonably necessary to:

(i) install utilities and other Community Systems, security and similar systems, drainage systems, and other infrastructure to serve the Community;

(ii) install walkways, pathways and trails, streetlights, and signage on property the Founder or the Association owns or within public rights-of-way or easements reserved for such purpose on a recorded plat;

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(iii) inspect, maintain, repair, and replace the utilities, infrastructure, and other improvements described above; and

(iv) access and read utility meters.

Notwithstanding the above, the Founder reserves the right to deny access to any utility or service provider, to the extent permitted by law, or to condition such access on negotiated terms.

(b) *Easements for ISD.* A perpetual non-exclusive easement is hereby reserved in favor of the ISD throughout the Community as reasonably necessary for access to operate, inspect, maintain, manage, and/or repair any portion of the Water Management System and other infrastructure and utilities operated and maintained by the ISD for the benefit of the Community. By this easement, the ISD shall have the right to enter upon any portion of any Unit that is part of the Water Management System, to operate, maintain, manage, and/or repair the Water Management System as required by the SFWMD permit.

(c) *Specific Easements.* The Founder also reserves the non-exclusive right and power to grant and record such specific easements consistent with Section 13.3(a) as it deems necessary to develop the property described in Exhibits "A" and "B." The location of the specific easement shall be subject to the written approval of the Owner of the burdened property, which approval shall not unreasonably be withheld, delayed, or conditioned.

(d) *Minimal Interference.* All work associated with the exercise of the easements described in Sections 13.3(a), (b), and (c) shall be performed so as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably

possible, to the condition existing prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Unit, nor shall it unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or occupant.

13.4. Easements to Serve Additional Property

The Founder hereby reserves for itself and its duly authorized agents, successors, assigns, and Mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," regardless of whether such property is made subject to this Charter. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property. The Person exercising such easement rights shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property.

If the above easement grants permanent access to any property that is not submitted to this Charter, the Founder or its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance that the Association provides for the benefit of the easement holder. The shared maintenance costs may include maintenance to or along any roadway providing access to the benefited property.

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13.5. Easements for Maintenance, Emergency, and Enforcement



The Association may come onto the exterior portions of a Unit to do maintenance or to address violations of the covenants but will give prior notice unless there is an urgent need to enter the property before notice can be given.

By this Charter, the Founder grants to the Association easements over such portions of the Units as necessary to enable the Association to exercise its authority and fulfill its maintenance responsibilities under this Charter and the terms of any order, permit, or approval of any governmental or quasi-governmental body which is applicable to the Community and to exercise its enforcement rights under Chapter 8. The Association also shall have the right, but not the obligation, to enter upon any Unit for emergency, security, and safety reasons, to inspect for compliance with the Governing Documents, and to enforce the Governing Documents. Any member of the Board and its duly authorized agents and assignees and all emergency personnel in the performance of their duties may exercise such right. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner.

13.6. Easement for Fence and Landscape Maintenance

The Founder reserves for itself, the Association, and their respective successors, assigns, and designees, a perpetual, nonexclusive right and easement over portions of the Community lying within 20 feet of the perimeter boundary of the Community, and within 20 feet of the back-of-curb of any public thoroughfare within or adjacent to the Community, for the purpose of constructing, installing, maintaining, repairing, and replacing perimeter fencing or walls and land-

scaping along the perimeter boundary of the Community, or along public thoroughfares adjacent to or running through the Community. Nothing in this Section shall obligate the Founder, the Association, or any Builder to install fencing, walls, or landscaping, the installation of such items being in the sole discretion of the Founder and the Association.

13.7. Easements for Maintenance of Water Bodies and Flooding

The Founder reserves for itself, the Association, and their respective successors, assigns, and designees, the nonexclusive right and easement, without obligation, to enter upon bodies of water and wetlands located within the Area of Common Responsibility, and to enter upon exterior portions of Units lying within 20 feet of such bodies of water and wetlands, to: (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; (c) temporarily flood and back water upon and maintain water over such property; and (d) install and maintain littoral plantings; and (e) perform such maintenance and repair as the Board may deem appropriate, which may include, without limitation, maintenance of shorelines, bulkheads, and water quality, algae control, removal of silt and debris, removal of dead or diseased trees, shrubs, and plants; and taking action to control any condition or remove any thing that constitutes a potential health or safety hazard. The Founder, the Association, and their respective successors, assigns, and designees shall have an access easement over and across any portion of the Community that abuts or contains bodies of water or wetlands, to the extent reasonably necessary to exercise their rights under this Section.

All Persons entitled to exercise these easements shall use reasonable care in, and repair any

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damage resulting from, the intentional exercise of such easements. Nothing herein shall be construed to make the Founder or any other Person liable for damage resulting from flooding due to weather events or other natural occurrences.

13.8 Easements for Stormwater Drainage and Runoff and Surface Water Management

Each portion of the Community is hereby burdened with a perpetual, non-exclusive easement for the benefit of each other portion of the Community for the discharge of stormwater into those Water Management System facilities constructed on the benefited property or in rights-of-way adjacent to the benefited property and for the flow of stormwater through those facilities located on the burdened property, all subject to and in accordance with the regulations of SFWMD. No Person shall alter the drainage flow of the Water Management System, including any buffer areas and/or drainage swales located within the Community, without first obtaining the written approval of the SFWMD.

13.9. Easements over Alleys

Certain tracts of land within the Community are designated as "alleys" on recorded plats and are designed to provide rear access to dwellings on Units ("Alleys"). The Founder hereby establishes a perpetual, nonexclusive easement of access, ingress, and egress over each Alley for the benefit of the Units adjacent to and intended to be served by such Alley, which easement may be exercised by the Owners and occupants of the benefitted Units, their guests and invitees, including their contractors and others providing labor, materials and construction services to their Units, subject to such regulations as the ISD (or the Association, if so authorized) may establish governing their use.

The Founder hereby reserves for itself and its agents, employees, successors, and assigns, and invitees of the Founder or its successors and assigns, an easement for access, ingress and egress over all Alleys during the Development and Sale Period.

The Founder hereby creates a perpetual, non-exclusive easement for access, ingress, and egress over the Alleys for the Association, the ISD, utility providers, and their respective agents and employees; for law enforcement, fire fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel acting in their official capacities; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community.

13.10. Easements for Potable Water and Sanitary Sewer Facilities

The Founder hereby grants to the ISD, its successors and assigns, and MSKP Town and Country Utility, LLC, a Delaware limited liability company doing business as Town and Country Utility, its successors and assigns ("TCU"), a perpetual, non-exclusive easement (which may be exercised by its employees and contractors) over, under, and through the utility easements running parallel to Alleys within the Community for purposes of constructing, installing, maintaining, repairing, and replacing public underground potable water and sanitary sewer facilities servicing the Community, which easement shall specifically include the right to temporarily excavate and stockpile excavated dirt and debris within the 10-foot utility easement and adjacent Alley, block vehicular access over and through the adjacent Alley, and/or divert pedestrian and vehicular traffic away from the adjacent Alley; provided, such temporary rights with respect to any Alley may only be exercised while such construction, maintenance, or repair activity is actually occur-

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ring in the utility easement adjacent to such Alley.

13.11. Easement for Smoke, Ash and Resource Management Activities

The Founder hereby reserves for itself, its successors, and assigns, the Association, and the contractors, agents, and employees of each, a perpetual, non-exclusive easement over all outdoor portions of the Community for the drifting, passage, and settling of heat, smoke, sparks, embers, and ash generated by burning of vegetation as part of ongoing resource management activities within Babcock Ranch and on property in proximity to Babcock Ranch. Persons conducting such activities shall take reasonable precautions to schedule and conduct such activities when weather conditions are not expected to create a high risk of fires burning out of control and shall have appropriate training and employ appropriate techniques designed to keep prescribed burning under control. To the extent feasible, the Founder or the Association shall give prior notice to the Owners of the location of and anticipated schedule for planned burning activities within Babcock Ranch.

Chapter 14 - Private Amenities

Various recreational and other facilities may be located within or in the vicinity of the Community that are privately owned and operated by Persons other than the Association. Those facilities are not part of the Common Area of the Community, and ownership of property in the Community does not give any person the right to use them. This Chapter explains the right of the owners of those facilities to determine if and on what terms they wish to make their facilities available for use by Owners. It also establishes certain rights for the benefit of the owners of such facilities.

14.1. General

Any property and facilities located within, adjacent to, or near the Community, which Persons other than the Association own and operate for recreational and related purposes, are referred to in this Charter as a "Private Amenity" or "Private Amenities."

Neither membership in the Association nor ownership or occupancy of a Unit shall confer any ownership interest in or right to use any Private Amenity. Rights to use the Private Amenities will be granted only to such persons, and on such terms and conditions, as the owners of the Private Amenities may determine. The owners of the Private Amenities shall have the right, from time to time in their sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of their respective Private Amenities, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users and also shall have the right to reserve use rights and to terminate use rights altogether subject to the terms of any written agreements with their respective members.

14.2. Ownership and Operation of Private Amenities

All Persons, including Owners, are hereby advised that no representations or warranties have been or are made by the Founder, the Association, any Builder, or by any Person acting on behalf of any of the foregoing, with regard to the continuing ownership or operation of any Private Amenities. No purported representation or warranty in such regard, either written or oral, shall be effective unless specifically set forth in a written instrument executed by the record owner of the Private Amenities.

Ownership or operation of the Private Amenities may change at any time by virtue of, but without limitation: (a) the sale to or assumption of operations of any Private Amenities by a Person other than the current owner or operator; (b) the establishment of, or conversion of the membership structure to, an "equity" club or similar arrangement whereby the members of the Private Amenities or an entity owned or controlled by its members become the owner(s) and/or operator(s) of the Private Amenities; or (c) the conveyance of any Private Amenities to one or more Founder Affiliates. Consent of the Association, any Additional Association, any Voting Delegate, or any Owner shall not be required to effectuate any change in ownership or operation of any Private Amenities, for or without consideration and subject to or free of any mortgage, covenant, lien, or other encumbrance.

Chapter 15 - Disclosures and Waivers

This Chapter discloses some important information about the Community for the benefit of prospective purchasers of property in the Community. Each Owner, by accepting a deed to property in the Community, also accepts and agrees to the matters set forth in this Chapter.

15.1. Access by General Public

Certain facilities and areas within the Community will be owned by the ISD or dedicated to the public on recorded plats and, as such, will be open for use and enjoyment of the public. The ISD may enter into an interlocal agreement with other special taxing districts for reciprocal use of their respective facilities by the residents of all such districts and for sharing of the costs of operating such facilities among the participating districts. Such facilities and areas may include, by way of example: lakes, ponds, recreational facilities, greenbelts, trails and paths, roads, sidewalks, medians, and parks.

15.2. Safety and Security

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in Babcock Ranch. The Association, the Commercial Association, and/or the ISD may, but shall not be obligated to, maintain or support certain activities within the Community designed to promote or enhance the level of safety or security that each person provides for himself or herself and his or her property. However, the ISD, the Association, the Commercial Association, the Founder, and Founder Affiliates shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall either be held liable for any loss or damage by reason of failure to provide ade-

quate security or ineffectiveness of security measures undertaken.

No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any tenants and other occupants of such Owner's Unit and their guests that the Association, its Board and committees, and the Founder are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Units and the contents of Units, resulting from acts of third parties. Owners shall include in each lease for any Unit or any portion thereof provisions informing and binding tenants to these provisions.

15.3. Changes in Development Plan

The Founder reserves the right to make changes in the Development Plan in its sole discretion, subject to such governmental approvals as may be required. Each Owner acknowledges that the Community is a master planned community, the development of which is likely to extend over many years, and agrees that neither the Association nor any Additional Association shall, without the Founder's prior written consent, engage in or use Association funds to support any protest, challenge, or other form of objection to (a) changes in uses or density of property within the Community, or (b) changes in the Development Plan.

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15.4. View Impairment

Neither the Founder nor the Association guarantee or represent that any view over and across the Units, any open space within the Community, or any Private Amenity will be preserved without impairment. The Founder, Founder Affiliates, the Association, and any Private Amenity owner shall have no obligation to relocate, prune, or thin trees or other landscaping except to maintain the Community-Wide Standard or as otherwise required herein or under a separate covenant or agreement. The Association (with respect to the Common Area) and Private Amenity owners (with respect to any Private Amenity) have the right to add trees and other landscaping from time to time, subject to applicable law and the terms of this Charter. Except as otherwise specifically provided or referenced in this Charter, there shall be no express or implied easements for view purposes or for the passage of light and air.

15.5. Neighboring Uses

Babcock Ranch is planned as a mixed-use community which has or is expected to have non-residential uses in close proximity to residential Units. Uses are subject to applicable zoning ordinances. There is no guarantee as to the specific retailers or types of businesses that may choose to locate in Babcock Ranch or the hours that such businesses may be open. The particular mix of non-residential uses within Babcock Ranch may change from time to time. Such uses may include restaurants, bars, and other establishments that draw crowds and generate traffic, noises, odors, and light which may affect surrounding properties. By accepting title to or taking occupancy of a Unit, each Owner and occupant expressly assumes the risk of such Unit being affected by traffic, parking, noise, odors, and lights from the existence or operations of any permitted non-residential use and Persons

providing service or supplies in connection with such permitted use.

In accordance with the Ranch Management Agreement, the Babcock Ranch Preserve may be managed and used as a working ranch and for forestry and recreational operations, which may include cattle ranching, timber management, timber harvesting, native plant nursery, apiary operations, sod farm and related operations, agriculture and farming operations, horticultural debris disposal, mining, eco-tourism, hiking, hunting, fishing, camping, bird watching, horseback trail riding, and other natural resources-based recreation.

Every neighborhood is impacted by conditions which different people may find objectionable. Each Owner and occupant of a Unit, by taking title to or occupying a Unit, acknowledges and agrees that there may be conditions within and outside of the Community which he or she may find objectionable and that it shall be the Owner's or occupant's sole responsibility to become acquainted with conditions within and surrounding Babcock Ranch which could affect the use and enjoyment of his or her Unit. No representations are made regarding the use or zoning of adjacent property or that the category to which adjacent property is zoned may not change in the future.

Each Owner agrees that the Founder, the Association, and any Founder Affiliate or agents shall not be liable to any Owner or any other Person claiming any loss or damage, including, without limitation, indirect, special, or consequential loss or damage arising from personal injury, death, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of the Owner's Unit to any nonresidential use or other objectionable uses outside within or outside

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of Babcock Ranch, including without limitation, any claim arising in whole or in part from the negligence of the Founder, any Founder Affiliates, or their agents, or the Association. The Owner agrees to indemnify and hold harmless the Founder, Founder Affiliates and agents, and the Association against any and all such claims by Owner's visitors, tenants, and others upon such Owner's Unit.

15.6. Notices and Disclaimers as to Community Systems

Any Community System and its providers, managers, and operators may be subject to federal, state, or municipal regulations, laws, and ordinances. Such regulations, laws, and ordinances may have a significant impact on certain aspects of the system including, but not limited to, the fees charged, the method of delivery, the rights of the system users, as well as the rights of the system providers or operators. These regulations and their impact are beyond the Association's and Founder's control.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, neither the Founder nor any Founder Affiliate, the Association, nor any of their respective successors or assigns shall in any manner be liable for any interruption in Community Systems services.

The Owner of each Unit shall be responsible for ensuring that the dwelling on such Unit is pre-wired to connect to any Community System installed by or at the request of the Founder pursuant to Section 18.7. If such wiring is installed by a party other than the provider of the Community System, the Owner shall contact the provider of the Community System upon completion of such installation and arrange for the provider of the Community System to inspect the wiring to ensure compatibility with the Community Sys-

tem. If authorized by the Founder, the provider of the Community System may charge the Owner of the Unit a reasonable fee for such inspection. If it is determined that the wiring is not compatible, the Owner of the Unit shall promptly arrange for such wiring to be replaced with wiring that is compatible with the Community System.

Each Owner acknowledges and agrees that the Association, by virtue of contractual relationships with Community Systems providers, may gain access to information relating to individual use of the Community Systems, including account and content information. In recognition of this fact, each Owner waives any privacy rights he or she may have in such information and any claims against the Association, the Board, Founder, and Founder Affiliates relating to the acquisition of such information. Further, each Owner acknowledges and agrees that the acquisition of such information by the Association shall not create any duty on the part of the Association, Founder, or Founder Affiliates to any Person to act in any manner with respect to such information.

15.7. Construction Activities

All Owners, occupants, and users of Units are hereby placed on notice that the Founder, any Founder Affiliates, and/or their agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, will be conducting development and construction activities within The Community and that such activities may be conducted in phases and may cause disturbance and disruption that impact the use and enjoyment of a Unit.

By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest and by using any portion of a Unit or the Community generally, the Owners and all occupants and users of Units acknowledge and agree:

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(a) that such activities shall not be deemed nuisances or noxious or offensive activities under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Unit or any other portion of the Community where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours); (c) that the Founder, any Founder Affiliates, and all of their agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable but, rather, shall be held harmless for any and all losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from or relating to the aforesaid activities; (d) that any purchase or use of any portion of a Unit or any other portion of the Community has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to the Founder or Founder Affiliates to sell, convey, lease, and/or allow the use of Units and other facilities within the Community.

15.8. Hurricane Preparedness

Babcock Ranch is located in a region that is vulnerable to the dangerous effects of hurricanes and tropical storms, including extremely high winds, flooding, flying debris, ocean surges, and lightning. Each Owner and occupant of a Unit shall be responsible for his or her own safety in the event of a hurricane and should take appropriate safety precautions (which may include evacuating the Community and/or the region) to avoid personal injury, including death, and property damage. Each Owner and occupant of a Unit shall be obligated to adhere to any established hurricane plan for Community residents.

The Association may, but shall not be required to, adopt and implement a storm preparedness plan for the Community. In addition, the Association may, but is not obligated to, maintain or support certain activities which promote or enhance safety or security to persons or property in the Community in the event of a violent storm. Each Owner and occupant of a Unit shall be obligated to adhere to any established hurricane plan for the Community. However, the Association, the Founder, and their respective members, directors, officers, agents, affiliates, and committees shall not in any way be considered guarantors of safety or security in the Community, nor shall they be held liable for any loss or damage by reason of failure to provide adequate security or safety measures in the event of a tropical storm or hurricane or ineffectiveness of security or safety measures undertaken.

15.9. Water Management

Each Owner acknowledges and agrees that wetlands, stormwater ponds, and other bodies of water within or adjacent to the Community are not designed as aesthetic features and, due to fluctuations in rainfall and groundwater elevations within the immediate area, may be wet or dry at various times and will not likely maintain a constant water level. Each Owner further acknowledges and agrees that the Founder and the Association have no control over the presence or absence of water or water levels. Therefore, each Owner agrees to release and discharge the Founder, Founder Affiliates, and the Association from and against any and all losses, claims, demands, damages, costs, and expenses of whatever nature or kind, including reasonable attorneys' fees and costs at all tribunal levels, related to or arising out of any claim relating to the aesthetic appearance of, the presence or absence of water in, or fluctuations in water level in such areas.

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No person shall alter, modify, or expand, or deposit fill, debris, or any other material or item in, any part of the Water Management System, or remove, cut, trim, or apply herbicides to any vegetation within any wetlands mitigation area or wet detention pond located within or in the vicinity of the Community, without the prior written approval of the Founder and the SFWMD, and any other local, state, or federal regulatory or permitting authorities as may have relevant jurisdiction over such matters.

15.10. Entry onto and Use of Water Bodies

Any Person entering upon or near or otherwise using any wetlands, ponds, or other water bodies and related facilities within or adjacent to the Community shall be responsible for his or her own personal safety in connection with such entry and use and shall assume all risks of personal injury, including death, relating to such entry or use. The Founder, Founder Affiliates, and the Association shall not in any way be a guardian or insurer of safety in connection with the presence, entry upon, or use of any water bodies or features within or adjacent to the Community and shall not be held liable or responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use of such water features for any purpose.

Some Units are located adjacent to tracts containing lakes, ponds or stormwater detention or retention facilities that may from time to time contain water. Owners and occupants of such Units have no right to erect fences, install docks, build retaining walls, anchor or store boats or other watercraft, or landscape, clear, or otherwise disturb vegetation between the boundary of the Unit and such lakes, ponds, or other facilities. However, the Association may authorize installation and maintenance of docks and use and storage of approved watercraft on

certain lakes and ponds specifically identified in the Design Guidelines, subject to prior approval of the Reviewer pursuant to Chapter 5, the Design Guidelines, and such conditions of approval as the Reviewer may impose. Should an Owner obtain the requisite approval for a dock and/or watercraft, the Owner shall be responsible for maintaining the same in accordance with the Community-Wide Standard at such Owner's expense. The use and maintenance of such dock and any watercraft authorized hereunder shall be subject to such regulations as the Board and the ISD, if applicable, may adopt, which may vary from one lake or pond to another. Upon failure to comply with any conditions of approval or applicable regulations, or failure to maintain the dock as required herein, the Board may revoke the privilege of having a dock and/or watercraft and require removal of the same at the Owner's expense.

15.11. Wildlife and Natural Conditions

The Community and surrounding areas contain a number of manmade, natural and environmentally sensitive areas, including wetland mitigation areas and preserves, that may serve as habitats for a variety of native plants and wildlife, including insects, venomous and non-venomous snakes, predators, alligators and other reptiles, and other animals. Portions of Babcock Ranch are also traditional range and crossing corridors for wildlife. Some of the plants or wildlife may pose hazards to persons or pets coming in contact with them. In addition, damage to personal or real property by wild animals, including landscaping on a Unit, may occur.

Each Owner and occupant of any Unit, and every person entering the Community or such surrounding areas (i) acknowledges that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movement within or through the Community or sur-

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rounding areas; and (ii) assumes all risk of personal injury arising from the presence of such plants and wildlife. Neither the Association, the Founder, any Builder, nor the members, partners, affiliates, officers, directors, agents or employees of any of them, shall have any duty to take action to control, remove, or eradicate any plant or wildlife in the Community or surrounding areas, nor shall they have any liability for any injury resulting from the presence, movement or propagation of any plant or wildlife within or through the Community.

The natural areas described in this Section may also contain creeks, ponds, or intermittent pools of water, muddy areas, and underbrush, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Unit shall enter upon, or permit their guests or any other person acting on their behalf to enter upon or disturb, such areas in any way without the Association's or the Founder's prior written approval.

15.12. Irrigation Using Treated Effluent

Each Owner and occupant of a Unit, and their respective guests and invitees, are hereby advised that a reuse water system may be operated within the Community, and the water used to irrigate property within or adjacent to Babcock Ranch, including the Area of Common Responsibility, any Private Amenity, and other landscaped areas adjacent or in close proximity to Units, may be treated effluent.

In addition, treated effluent may be discharged into lakes within Babcock Ranch not designated for swimming. Treated effluent is considered safe for irrigation, but should not be used for drinking, bathing, swimming, or any purpose other than irrigation. Any effluent used within

Babcock Ranch shall be treated to applicable governmental standards and regulations.

15.13. Utility Operations

Each Owner and occupant of a Unit is hereby advised that utility plants and operations will exist within Babcock Ranch to provide services to Babcock Ranch and the surrounding area. One or more treatment plants for the storage, treatment, recycling, and reclamation of wastewater or sewage comprised of commercial buildings and equipment will be located within Babcock Ranch. Noise and odors from the operation and maintenance of the plants may emanate from the plants from time to time.

In addition, as of the date of recording of the Original Charter, a photovoltaic facility exists within Babcock Ranch which uses a large number of solar panels to convert sunlight into electricity.

15.14. Schools

No representations are made regarding the public or private schools, colleges, daycare centers, or early childhood programs that currently or may in the future serve the Community, and the Founder makes no commitment to construct or organize any such school or program.

15.15. Fire and Timber Management Activities; Prescribed Burning

The Founder, the Association, and their respective agents, contractors, and employees, may engage in selective pruning and removal of trees and other vegetation, and periodic burning and/or mechanical removal of undergrowth on property they own or lease, or on other property with the permission of the owner, located within or in proximity to the Community, as part of a continuing resource management plan to enhance the appearance of the woodlands within or in proximity to the Community and to minimize the

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risk of unplanned and uncontrolled wildfires. If so requested in writing by park staff, the Association shall notify all residents in advance of prescribed burn activities being conducted on public preserve lands adjacent to the Community. Such activities may generate high levels of noise from equipment in use and may result in substantial smoke, ash, and embers drifting or being carried by the wind across property within the Community during burning activities. Additional information regarding the use of prescribed burning as a land management technique is attached as Exhibit "F."

It is often difficult to predict weather conditions and, in order to conduct such activities when weather conditions are optimal, it may not always be possible or practical to give adequate advance notice or to schedule such activities so as to minimize inconvenience to Owners and occupants of Units. Each Owner, by accepting a deed to a Unit, and each tenant, by accepting a lease or rental agreement for a Unit, acknowledges that such activities are necessary to proper management of the natural resources within and adjacent to the Community and to minimize fire hazards and waives all claims which such Owner or tenant and their respective family members and guests may have against the Founder, the Association, and their respective officers, directors, contractors, agents, and employees, as a result of any personal injury, property damage, nuisance, or inconvenience arising out of the resource management activities undertaken within the Community or on property adjacent or in proximity to the Community.

15.16. Mining Operations.

There is an existing mining operation within or in the vicinity of the Community that is expected to continue indefinitely.

15.17. Lee County Panther and Black Bear Management Plan; Trash Receptacles.

Portions of the Community are located in Lee County, Florida, which has adopted ordinances to provide criteria, guidelines, and requirements to protect certain animal and plant species, including panthers and black bears, which inhabit Lee County by safeguarding the habitat in which the species are found from the impacts associated with land development. The Founder has established a Florida Black Bear Management Plan which requires, among other things, distribution of educational brochures to purchasers of Units describing how the panther and black bear habitat are maintained. Pursuant to the management plan, all Units in portions of the Community located in Lee County must use bear-proof trash receptacles.

15.18. Alligators.

Babcock Ranch and adjacent areas include an abundance of lakes, wetlands, streams, and other natural and improved areas which may serve as habitat for alligators. While the Founder and the Association may post warning signs in various areas of the Community to warn that alligators may be present, neither the Founder nor the Association have any duty to monitor for the presence of alligators in such areas or elsewhere in Babcock Ranch, nor any duty to remove alligators or install fencing or take other protective measures to protect residents and others within the Community from alligators that may be present in such areas. Each person who enters into an area of Babcock Ranch where alligators may be

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present does so as his or her own risk and is responsible for his or her own safety. IT IS DANGEROUS AND ILLEGAL TO FEED OR HARASS ALLIGATORS. PENALTIES MAY INCLUDE MONETARY FINES FOR VIOLATORS AS PROVIDED BY FLORIDA LAW.

15.19. Application of Fertilizers and Other Chemicals to Property in Lee County.

In an effort to address potential degradation of surface or groundwater due to use of chemicals and other regulated substances, only licensed landscape professionals or other professionals authorized by Lee County, Florida may perform activities involving the application or use of fertilizers, pesticides, insecticides, herbicides, nematocides and other chemicals on property located in Lee County, Florida.

Chapter 16 - Rights of Lenders

In order to enhance each Owner's ability to obtain financing for the purchase of his or her Unit, this Chapter sets forth various provisions for the benefit of lenders who make mortgage loans and for the benefit of those agencies that guarantee and insure mortgage loans made by institutional lenders.

The following provisions are for the benefit of holders, insurers, and guarantors of first Mortgages on Units in the Community. The provisions of this Chapter apply to both this Charter and to the By-Laws, notwithstanding any other provisions contained therein.

16.1. Notices to Association

Each Owner shall provide the Association with the name and street address of the holder or guarantor of any Mortgage encumbering such Owner's Unit. In addition, any institutional holder or guarantor of a Mortgage may provide written notice to the Association stating the name and address of such holder or guarantor and the street address of the Unit to which its Mortgage relates. All holders and guarantors of Mortgages of which the Association has been notified pursuant to this Section are referred to as "Eligible Holders."

16.2. Special Freddie Mac Provisions

To the extent not inconsistent with Florida law, if a condominium exists within any portion of the Community, and so long as required by Freddie Mac, or any successor organization, the provisions of this Section 16.2 shall apply.

(a) Notices of Action. If the Association has not been notified of the name and street address of the holder or guarantor of a Mortgage on a Unit, the Association may send any notice required to be sent to Mortgagees to the Unit address, and such act shall be deemed sufficient no-

tice to the Mortgagee of such Unit for all purposes under this Charter and the By-Laws.

Each Eligible Holder will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss that affects a material portion of the Community or that affects any Unit on which there is a first Mortgage held or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days;

(iii) Any lapse, cancellation, or material modification of any insurance policy required to be maintained by the Association; and

(iv) Any proposed action that would require the consent of a specified percentage of Mortgagees.

(b) Actions Requiring Approval of Eligible Holders. In addition to such other approvals as may be required under this Charter, the By-Laws, or the Articles of Incorporation, the following actions shall require the approval of Eligible Holders of first Mortgages that represent at least 51% of the Units subject to first Mortgages:

(i) Any action to terminate the legal status of the Community or the Association or to use insurance proceeds for any purpose other than to rebuild damaged or destroyed Common Area improvements; and

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(ii) Any amendment to this Charter, the By-Laws, or the Articles of Incorporation of a material adverse nature to Eligible Holders of first Mortgages.

16.3. No Priority

No provision of this Charter or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

16.4. Failure of Mortgagee to Respond

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 60 days after the Mortgagee actually receives proper notice of the proposal by certified or registered mail, return receipt requested.

16.5. Amendment by Board

The purpose of this Chapter is to facilitate financing of Unit purchases by compliance with secondary mortgage market requirements or standards. Should any institutional or governmental lender, purchaser, insurer, or guarantor of residential mortgage loans, including, for example, Fannie Mae, Freddie Mac, the Department of Housing and Urban Development, the Federal Housing Finance Agency, or the Department of Veterans Affairs, hereafter eliminate, create, or otherwise revise any of their respective requirements to make, purchase, insure, or guarantee mortgage loans on Units, the Board, without the approval of the Owners or Mortgagees, may cause an amendment to this Chapter 16 to be recorded to comply with such revised re-

quirements or standards. Each Owner, by acting title to a Unit, and each Mortgagee, by accepting a Mortgage on a Unit, acknowledges and agrees to such amendments and grants to the Board the authority to make changes to this Chapter 16 as contemplated by this Section 16.5.

16.6. Construction of Chapter 16

Nothing contained in this Chapter shall be construed to reduce the percentage vote that must otherwise be obtained under this Charter, the By-Laws, or Florida law for any of the acts set out in this Chapter.

PART FIVE: COMMUNITY DEVELOPMENT

Chapter 17 - Expansion of the Community

Due to the need to pace development to the needs of the Community and the market demand for Units or Common Areas, the Community may be developed in phases. The Founder or the Association may expand the initial property submitted to the Charter as set forth in this Chapter.

17.1. Expansion by the Founder

From time to time, the Founder may submit to the terms of this Charter all or any portion of the property described in Exhibit "B" by recording a Supplement describing the additional property to be submitted. The Founder may record such a Supplement without the consent of any Person except the owner of such property, if not the Founder.

The Founder's right to expand the Community under this Section expires when all property described in Exhibit "B" has been submitted to this Charter or 50 years after this Charter is recorded, whichever is earlier. Until then, the Founder may transfer or assign this right, in whole or in part, and with respect to all or any portion of the Exhibit "B" property (reserving all rights as to any portion not included in such assignment), to any Person who is the developer of at least a portion of the real property described in Exhibit "A" or "B." Any such transfer shall be described in a recorded instrument executed by the Founder.

Nothing in this Charter shall require the Founder or any successor to submit additional property to this Charter or to develop any of the property described in Exhibit "B" in any manner whatsoever.

17.2. Expansion by the Association

The Association also may submit additional property to this Charter by recording a Supplement

describing the additional property. Any Supplement that the Association records must be approved by Voting Delegates representing more than 50% of the total votes in the Association at a meeting duly called for such purpose and by the owner of the property to be submitted. In addition, during the Development and Sale Period, the Founder's consent is required. The Association's President and Secretary, the owner of the property, and the Founder, if the Founder's consent is required, shall sign the Supplement.

17.3. Additional Covenants and Easements

Any Supplement that the Founder records may impose additional covenants and easements on the property described in such Supplement, such as covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Service Area Assessments. Such provisions may be included in a Supplement submitting new property to this Charter or may be set forth in a separate Supplement applicable to property previously submitted to this Charter. If someone other than the Founder owns the property, then the Supplement must be signed by such owner evidencing such owner's consent.

Any Supplement may add to, create exceptions to, or otherwise modify the terms of this Charter as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property. For example, a Supplement for an Age-Qualified Area in which an Additional Association maintains amenities for the exclusive use of residents and their guests may limit access by such residents to specified recreational facilities maintained by the Association and provide for such Units to pay a reduced assessment or no assess-

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ment for expenses related to such recreational facilities.

17.4. Effect of Filing a Supplement

A Supplement shall be effective upon recording unless otherwise specified in the Supplement. On the effective date of the Supplement, any additional property made subject to this Charter shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Charter.

17.5. Conversion of Commercial Property to Residential Use

In the event that any property under the jurisdiction of the Commercial Association is converted to use as residential units for individual sale, the owner of such property may, upon withdrawal of such property from the coverage of the Commercial Charter, submit such property to the provisions of this Charter by recording a Supplement describing the property and specifically making it subject to the terms of this Charter. Such Supplement shall not require the consent of the Association, but shall require the signature of an officer of the Association acknowledging it, which shall be provided within 10 days after receipt of a written request for such acknowledgment. In addition, the Founder's prior written consent shall be necessary during the Development and Sale Period.

Chapter 18 - Additional Rights Reserved to the Founder

This Chapter reserves various rights to the Founder, in addition to those specifically reserved elsewhere in the Governing Documents, in order to facilitate the Founder's development and sale of property in the Community, to enable the Founder to respond to Owners' concerns, and to protect various property rights and other interests of the Founder.

18.1. Special Development Rights

In addition to the rights specifically reserved to the Founder under Chapter 17 with respect to expanding the Community, the Founder reserves the right, during the Development and Sale Period, to:

(a) create Units, Common Areas, and Limited Common Areas, and to designate roadways, within any portion of the Community which it owns;

(b) subdivide or combine any Unit or Units which it owns in order to create larger or additional Units, Common Areas, and/or Limited Common Areas;

(c) convert any Unit which it owns into Common Area, Limited Common Area, or roadways;

(d) adjust the boundaries of any Units that it owns and any Common Area or Limited Common Area; and

(e) amend this Charter or any Supplement to withdraw property from the Community and the coverage of this Charter, provided that such property has not been improved with a dwelling. Any such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Founder. If the property is Common Area, the Association shall consent to such withdrawal.

The foregoing rights shall specifically include the right, subject only to obtaining the requisite governmental approvals, to replat and record revised, amended, or additional plats affecting any property which it owns in the Community to accomplish any the foregoing. Such replats or revised or amended plats shall not require the consent of the Association, the Voting Delegates, any Owner, or any other Person (except appropriate governmental authorities), notwithstanding that they may vacate right-of-way, eliminate open spaces, convert right-of-way or open space to Units, or convert Units to open space or right-of-way, and neither the Association nor any Owner shall have the right to object to any such replatting; however, no replat or revised or amended plat shall alter the boundaries of any property owned by a Person other than the Founder without that owner's written consent.

If a proposed replat or revised or amended plat would alter the boundaries of any property that the Founder has conveyed to the Association as Common Area and such property has not been improved with recreational facilities, then the Association shall, upon the Founder's request, execute such documents as may be necessary to grant its consent to such replat or revised or amended plat.

18.2. Marketing and Sales Activities

Notwithstanding anything in the Governing Documents to the contrary, during the Development and Sale Period the Founder and its designees or assigns may construct, use, and maintain upon portions of the Common Area and other property they own, such facilities and activities as, in the Founder's opinion, may reasonably be required, convenient, or incidental to the construction or sale of Units, subject to any limitations imposed by applicable zoning. Such permitted facilities and activities shall include business offices, signs, flags (whether hung from flag

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poles or attached to a structure), model homes, sales offices, parking facilities, holding or sponsoring special events, and exterior lighting features or displays. In addition, if reasonably required, convenient, or incidental to construction or sales activities, the Founder and its employees, agents, and designees may park vehicles in designated parking areas.

The Founder and authorized Builders whom the Founder may designate shall have easements for access to and use of such facilities at no charge. Such right shall specifically include the right of the Founder and its designees to use Common Area facilities for an information center and/or for administrative, sales and business offices at no charge during the Development and Sale Period and to restrict use or access to such facilities by the Association, its members and others as long as they are being used for any such purpose. There shall be no limit on the number or location of such facilities, except as otherwise restricted by state law or local ordinance or regulations.

After the Development and Sale Period, the Founder shall continue to have a right of access to and the right to use all Common Area facilities for parties, special events, and marketing activities in connection with the marketing and sale of other communities being developed, marketed, or sold by the Founder, its agents, or affiliates, subject to any limitations imposed by applicable zoning. Any such use after the Development and Sale Period shall be subject to reasonable notice to the Association and payment by the Founder of all reasonable costs the Association directly incurs in connection with such use (*i.e.*, over and above costs the Association would incur in the absence of such use).

18.3. Access for Development Purposes

During the Development and Sale Period, the Founder and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Area and roads within the Community for the purpose of:

- (a) exercising any rights reserved to the Founder pursuant to this Charter, including the rights set forth in Sections 17.1 and 17.2; and
- (b) making, constructing, and installing any improvements indicated on recorded subdivision maps or plats of the Community and such other improvements to the Common Area and to the Exhibit "B" property as it deems appropriate; and
- (c) making repairs or correcting any condition on the Common Area or any Unit.

18.4. Right to Approve Changes in Community Standards

During the Development and Sale Period, no amendment to or modification of any Rules or Design Guidelines shall be effective without prior notice to and the written approval of the Founder.

18.5. Additional Covenants and Restrictions

Except as may specifically be authorized in recorded covenants which include the Founder's joinder or written consent, during the Development and Sale Period, no one other than the Founder may record any additional covenants or restrictions affecting any portion of the Community without the Founder's written consent. Any instrument recorded without the required consent shall be void and of no force and effect.

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18.6. Rights to Use Names; License Agreements

The name "Babcock Ranch," along with all logos associated with such name, are the proprietary trade names and/or service marks of the Founder or Founder Affiliates. No Person shall use the name "Babcock Ranch," or any associated logo, for advertising or any other purpose in any promotional material, whether printed, audio, video, or otherwise, in any signage, on any Internet website, or in any logo or depiction, without the prior written consent of the Founder or the Person who owns such mark. In addition, due to the integrated nature of Babcock Ranch as a planned community and the public identification of the Units with Babcock Ranch, any name or "logo" to be used in connection with or displayed on any signage or in any sales or other materials or documentation related to any Unit, shall be subject to the Founder's prior written consent. Such approval may be given or withheld in the Founder's discretion and may be subject to such terms and conditions as the Founder deems appropriate.

The Founder or the mark or trademark owner may condition the Association's or any Owner's use of protected trade names or marks upon the signing of one or more license agreement(s), which are intended to protect the trade names and service marks from unauthorized use by others. Such license agreement(s) shall be non-exclusive, non-transferable, and in form and substance acceptable to the owner of the mark. Subject to such licensing agreements, the Association may use the words "Babcock Ranch" in its name. Other use by the Association or any Owner is subject to the restrictions set out in this Section or otherwise imposed by the Founder.

Notwithstanding the above, Owners may use the name "Babcock Ranch" where such term is used solely to specify that particular property is


located within Babcock Ranch (subject, however, to such terms and conditions as the Founder may impose in order to protect its registered trade names and service marks).

18.7. Community Systems

The Founder reserves for itself, Founder Affiliates, and their respective successors and assigns, a perpetual right and easement over all property in the Community to install and operate such Community Systems as the Founder, in its discretion, deems appropriate to serve any portion of the Community. Such right shall include, without limitation, the Founder's right to select and contract with companies licensed to provide telecommunications, cable television, and other Community Systems services in the region. The Founder also has the right to charge individual users a reasonable fee, not to exceed the maximum allowable charge for such service, as defined from time to time by the laws, rules, and regulations of the governmental authority having jurisdiction.

Notwithstanding the above, there is no guarantee or representation that any particular Community System will be made available or, if provided, that it will continue to be provided or made available.

18.8. Easement to Inspect and Right to Correct

 *The Founder, or someone it designates, may enter onto any Unit to inspect and correct problems with the Unit. The Founder must give the Owner of the Unit prior notice, and if entering an enclosed structure on the Unit, obtain the Owner's prior consent unless it is an emergency.*

The Founder reserves for itself and others it may designate the right, but not the obligation, to

Additional Rights Reserved to the Founder

inspect, monitor, test, redesign, and correct any structure, improvement, or condition that may exist on any portion of the property within the Community, including Units, and a perpetual nonexclusive easement of access throughout the Community to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into an enclosed structure shall be permitted without the Owner's consent. The person exercising this easement shall promptly repair, at such person's own expense, any damage he or she causes. Nothing in this paragraph shall relieve an Owner of the responsibility for the maintenance and repair of his or her Unit.

18.9. Right to Notice of Design or Construction Claims

No Person shall retain an expert for the purpose of inspecting the design or construction of any structures or improvements within the Community in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction unless the Founder and any builder involved in the design or construction have been first notified in writing and given an opportunity to meet with the owner of the property to discuss the owner's concerns and conduct their own inspection.

18.10. Right to Transfer or Assign the Founder's Rights

Any or all of the Founder's rights and obligations set forth in this Charter or the By-Laws may be transferred in whole or in part to other Persons without transferring the status of the Founder. However, such a transfer shall not reduce an obligation or enlarge a right beyond that which the Founder has under this Charter or the By-Laws. No such transfer or assignment shall be effective unless it is in a recorded instrument the

Founder signs. The foregoing sentence shall not preclude the Founder from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Founder in this Charter where the Founder does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Founder's consent to such exercise.

18.11. Termination of Rights

If the term of any rights contained in this Chapter is not specified, such right shall terminate upon the earlier of (a) termination of the Development and Sale Period; or (b) the Founder's recording of a written statement that all sales activity has ceased.

PART SIX: PROCEDURES FOR AND LIMITATIONS ON CERTAIN ACTIONS

Chapter 19 - Dispute Resolution and Limitation on Litigation

From time to time, disputes may arise between Owners or between an Owner and the Association, the Founder, or others involved in the Community. This Chapter commits the parties to any such dispute to work together in an attempt to resolve certain types of disputes without litigation in order to facilitate the prompt resolution of such disputes in a manner that respects and builds upon the relationships between the parties. It also requires substantial support of the Association's membership before the Association can engage in certain types of litigation that could result in significant legal and emotional costs to the Community.

19.1. Agreement to Encourage Resolution of Disputes Without Litigation

(a) Bound Parties. The Founder, the Association and its officers, directors, and committee members, all Persons subject to this Charter, and any Person not otherwise subject to this Charter who agrees to submit to this Chapter (collectively, the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Community without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to:

(i) any dispute subject to the dispute resolution process set forth in Florida Statutes § 720.311 and Chapter 61B-80, F.A.C., without first complying with that process; and

(ii) with respect to any Claim described in Section 19.1(b) which is not subject to Florida Statutes § 720.311 without first complying with the dispute resolution procedures set forth in Section 19.2 of this Chapter;

all in a good faith effort to resolve such Claim or dispute.

(b) Claims. As used in this Chapter, the term "Claim" shall refer to any claim, grievance, or dispute arising out of or relating to:

(i) the interpretation, application, or enforcement of the Governing Documents;

(ii) the rights, obligations, and duties of any Bound Party under the Governing Documents; or

(iii) the design or construction of improvements within the Community, other than matters of aesthetic judgment under Chapter 5, which shall not be subject to review and shall not be subject to this Chapter.

(c) Exceptions. Notwithstanding the above, the following shall not be considered "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 19.2:

(i) any suit by the Association to collect assessments or other amounts due from any Owner;

(ii) any suit by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of Part Two of this Charter (relating to creation and maintenance of community standards);

(iii) any suit that does not include the Founder, a Founder Affiliate, or the Association

Dispute Resolution and Limitation on Litigation

as a party, if such suit asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights or obligations of a party who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 19.2;

(v) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section 19.2(a) unless the party or parties against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with this Chapter; and

(vi) any suit by the Association to enforce the Governing Documents where the Association has given the violator notice and either a hearing or an opportunity to cure the violation, or both, prior to the Association filing suit.

19.2. Dispute Resolution Procedures

(a) *Notice.* The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

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

(iii) the Claimant's proposed resolution or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) *Negotiation.* The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) *Mediation.* If the parties have not resolved the Claim through negotiation within 30 days of the date of the Notice (or within such other agreed upon period), the Claimant shall have 30 additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the Charlotte County and Lee County, Florida area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and participate in good faith in the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the parties do not settle the Claim within 30 days after submission of the matter to mediation or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including attorneys' fees, and each

Dispute Resolution and Limitation on Litigation

Party shall pay an equal share of the mediator's fees.

Notwithstanding the above, in any dispute as to which the Association is a party, the parties may waive mediation by mutual agreement and proceed to file suit or initiate other proceedings.

(d) *Settlement.* Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

19.3. Initiation of Litigation by Association

In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association shall not initiate any judicial or administrative proceeding unless first approved by a vote at a meeting of Voting Delegates entitled to cast 75% of the total votes in the Association, except that no such approval shall be required to defend claims filed against the Association or to assert counterclaims in proceedings instituted against it, or for actions or proceedings where the amount in controversy is \$100,000 or less if initiated:

(a) during the Founder Control Period;

(b) to enforce the provisions of this Charter, including collection of assessments and foreclosure of liens;

(c) to challenge *ad valorem* taxation or condemnation proceedings; or

(d) against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies.

This Section shall not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings.

Chapter 20 - Changes in the Common Area

Various influences and circumstances within and outside the Community may give rise to a need or desire to make changes in the ownership of or rights to use Common Area. This Chapter explains the procedures for dealing with matters such as changing use rights in Common Area or Limited Common Area, partition of the Common Area, and condemnation.

20.1. Assignment and Reassignment of Limited Common Area

The Board may designate a portion of the Common Area as Limited Common Area, and may reassign Limited Common Area, upon approval of the Board and the vote of Voting Delegates representing a majority of the total votes in the Association, including a majority of the votes attributable to Units to which the Limited Common Area is proposed to be assigned or reassigned. During the Development and Sale Period, any such assignment or reassignment shall also require the Founder's written consent.

Upon approval of a majority of Owners of Units to which any Limited Common Area is assigned, the Association may permit Owners of other Units to use all or a portion of such Limited Common Area upon payment of reasonable user fees, which fees shall be used to offset the Service Area Expenses attributable to such Limited Common Area.

20.2. Condemnation



A public entity such as a town, county, or state has the power to condemn property for its own uses and generally has to pay the value of the property to do so.

If any part of the Common Area is taken by any authority having the power of condemnation or eminent domain, or conveyed by the Association in lieu of and under threat of condemnation with such approval as may be required under Sec-

tion 20.4, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking the Founder, during the Development and Sale Period, and Voting Delegates representing at least 75% of the total votes in the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 9.4 regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be treated in the same manner as proceeds from the sale of Common Area under Section 20.4.

20.3. Partition



Partition is a legal action in which a party requests to have a portion of one interest in property split off so that the party can possess that portion or interest separately from other parties who have rights in the property.

Except as permitted in this Charter, the Common Area shall remain undivided, and no Person shall bring any action to partition any portion of the Common Area without the written

Changes in the Common Area

consent of all Owners and Mortgagees and, during the Development and Sale Period, the Founder. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property or from acquiring and disposing of real property that may or may not be subject to this Charter, with such approval as may be required under Section 20.4.

20.4. Transfer or Dedication of Common Area

The Association may transfer or dedicate portions of the Common Area to Charlotte County or Lee County, Florida, the ISD, or any other local, state, or federal governmental or quasi-governmental entity, may subject Common Area to a security interest, or may transfer or convey Common Area as follows:

(a) if Common Area other than Limited Common Area, upon the written direction of Voting Delegates representing at least 75% of the total votes in the Association, and the Founder during the Development and Sale Period; or

(b) if Limited Common Area, upon written approval of Owners of at least 75% of the Units to which such Limited Common Area is assigned.

Notwithstanding the above, no such approval shall be required: (i) to reconvey Common Area to the Founder as required by Section 9.1(a); (ii) to grant easements for access and utility purposes over the Common Areas so long as they are not inconsistent with the intended use of the Common Area; and (iii), during the Founder Control Period, the Founder may cause the Association to dedicate to Charlotte County or Lee County, Florida, the ISD, or any other local, state, or federal governmental or quasi-governmental entity, any streets within the Community over which access is not limited, without the consent of the

Owners (upon acceptance by the entity to whom they are being dedicated).

The proceeds from the sale or mortgaging of Common Area other than Limited Common Area shall be an asset of the Association to be used as the Board determines. The proceeds from the sale or mortgaging of Limited Common Area shall be disbursed in the manner approved by the Owners of Units to which the Limited Common Area is assigned at the time such sale or mortgage is authorized.

No conveyance or encumbrance of Common Area may deprive any Unit of rights of access or support.

Chapter 21 - Termination and Amendment of Charter

As the Community matures and grows, the rules by which it is governed must be flexible enough to adapt to changes in the development plan as well as changes in the needs and desires of the Community that inevitably will occur. This Chapter sets out procedures by which either the Founder or the Owners as a group may amend this Charter to address such changes.

21.1. Term and Termination

This Charter shall be effective, subject to amendments adopted pursuant to Section 21.2, for a minimum of 25 years from the date of recording of the Original Charter. After such 25 year period, this Charter shall be extended automatically for successive 10-year periods unless at least 75% of the then Owners sign a document stating that the Community Charter is terminated and that document is recorded within the year before any extension. In such case, this Charter shall terminate on the date specified in the termination document.

In any event, if any provision of this Charter would be invalid under the Florida Uniform Statutory Rule Against Perpetuities, that provision shall expire 90 years after this Charter is recorded.

This Section shall not permit termination of any easement created in this Charter without the consent of the holder of such easement.

In the event of termination of this Charter and/or the termination, dissolution, or final liquidation of the Association, if the responsibility for the operation, management, maintenance, and repair of the Water Management System has not been transferred to the ISD, then such responsibility must be transferred to and accepted by an appropriate agency of local government or a not for profit corporation similar to the Association, which entity and transfer shall be approved

by the SFWMD prior to any such termination, dissolution, or liquidation.

21.2. Amendment

(a) *By Founder.* In addition to specific amendment rights granted elsewhere in this Charter, until termination of the Founder Control Period, the Founder may unilaterally amend this Charter for any purpose.

Thereafter, the Founder may unilaterally amend this Charter if and to the extent permitted by Florida law.

(b) *By Membership.* Except as otherwise specifically provided above and elsewhere in this Charter, this Charter may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates entitled to cast not less than 75% of the total votes in the Association, or by Owners of not less than 67% of the Units. In addition, during the Development and Sale Period, any such amendment shall also require the Founder's written consent. The approval requirements set forth in Chapter 16 also shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(c) *Approval of SFWMD.* Notwithstanding Section 21.2(a) and (b), any amendment to this Charter that alters any provision relating to the Water Management System or that materially affects the operation and maintenance of the Water Management System, or any amendment to this Section 21.2(c), must have the prior approval of the SFWMD.

Termination and Amendment of Charter

(d) *Approval of ISD.* Notwithstanding Section 21.2(b), any amendment to this Charter or its exhibits (other than an amendment adopted by the Founder pursuant to its authority under Section 21.2(a)), which would interfere with the lawful operation by the ISD or its authorized agent of facilities constructed on ISD Property, impose new obligations on the ISD, or alter any rights or protections specifically granted to the ISD under this Charter, shall require the prior written consent of the ISD.

(e) *Validity and Effective Date.* No amendment may remove, revoke, or modify any right or privilege of the Founder or the Founder Member without the written consent of the Founder or the Founder Member, respectively (or the assignee of such right or privilege).

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

Any amendment shall become effective upon recording unless a later effective date is specified in the amendment. A copy of the amendment, or if permitted by Florida Statutes §720.306(1)(b), notice of the recording thereof, shall be provided to the Owners within 30 days after recording. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Charter.

(f) *Exhibits.* Exhibits "A," "B" and "F" are incorporated by this reference, and this Chapter shall govern amendment of those exhibits.

Exhibit "C" is incorporated by this reference and may be amended under Chapter 7 or pursuant to this Section. All other exhibits are attached for informational purposes and may be amended as provided in those exhibits or in the provisions of this Charter that refer to such exhibits.

IN WITNESS WHEREOF, the Founder has executed this Charter this 14th day of April, 2022

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

By: [Signature]
Name: Alfred P. Dougherty
Its: COO

ADDRESS: 42850 Crescent Loop, Suite 200
Babcock Ranch, Florida 33982

WITNESSES
[Signature]
Print Name: Sheila Nicoloff

[Signature]
Print Name: Kathleen E. Valentine

STATE OF FLORIDA §
§
COUNTY OF CHARLOTTE §

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this the 14th day of April, 2022, by Alfred P. Dougherty, COO of Babcock Property Holdings, L.L.C., a Delaware limited liability company, on behalf of such entity. He/she is personally known to me and did (did not) take an oath.

Given under my hand and official seal this 14th day of April, 2022

[SEAL]

Name: Kathleen Ellen Valentine
Title: Notary Public
Serial Number, if any: HH 024852
My Commission Expires: 9/28/2024

This document was prepared by:

Jo Anne P. Stubblefield
HYATT & STUBBLEFIELD, P.C.
1979 Lakeside Parkway, Suite 250
Atlanta, Georgia 30084

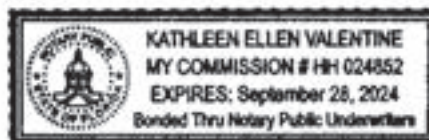


EXHIBIT "A"

Initial Property

Initial Charlotte County Property:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Sections 30 and 31, Township 42 South, Range 26 East, Charlotte County, Florida, and being more particularly described as Lots 1 through 193, inclusive, Tracts A-1, A-2, A-3, A-5, and A-6, Tracts D-1, D-2, D-3, D-4, and D-5, and Tracts R-1, R-2, R-3, R-4, R-5, on that certain subdivision plat entitled "Babcock Ranch Community Phase 1A and Town Square" recorded in Plat Book 22, Pages 6A thru 6P of the official public records of Charlotte County, Florida, as such property may be replatted from time to time or as such plat may be revised or amended.

Initial Lee County Property:

ALL THOSE TRACTS OR PARCELS OF LAND lying and being in Sections 6 & 7, Township 43 South, Range 26 East, Lee County, Florida, and being more particularly described as follows:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE N.88°52'16"W., ON THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 116.39 FEET; THENCE N.01°07'44"E., A DISTANCE OF 50.17 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF COUNTY ROAD 78 (100' WIDE RIGHT OF WAY), AND THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE FOR THE FOLLOWING TWO (2) COURSES:

- (1) ON THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 11,339.17 FEET, (DELTA 00°18'47") (CHORD BEARING N.89°01'40"W.), (CHORD 61.96 FEET) FOR A DISTANCE OF 61.96 FEET;
- (2) N.88°52'16"W., A DISTANCE OF 143.06 FEET; THENCE N.00°23'16"E., DEPARTING SAID NORTH LINE, A DISTANCE OF 1,179.67 FEET;

THENCE ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2,897.50 FEET, (DELTA 14°39'55") (CHORD BEARING N.06°56'41"W.), (CHORD 739.61 FEET) FOR A DISTANCE OF 741.64 FEET; THENCE N.82°45'35"W., A DISTANCE OF 354.37 FEET; THENCE N.07°05'39"W., A DISTANCE OF 130.71 FEET; THENCE N.48°55'19"W., A DISTANCE OF 134.56 FEET; THENCE N.88°08'26"W., A DISTANCE OF 370.41 FEET; THENCE S.71°24'39"W., A DISTANCE OF 108.47 FEET; THENCE S.44°02'40"W., A DISTANCE OF 211.80 FEET; THENCE S.00°40'21"E., A DISTANCE OF 186.85 FEET; THENCE S.20°35'32"E., A DISTANCE OF 135.69 FEET; THENCE S.83°52'56"W., A DISTANCE OF 616.19 FEET; THENCE S.18°13'57"W., A DISTANCE OF 96.27 FEET; THENCE S.67°00'44"W., A DISTANCE OF 283.82 FEET; THENCE N.82°19'54"W., A DISTANCE OF 151.15 FEET; THENCE N.45°01'04"W., A DISTANCE OF 176.14 FEET; THENCE S.85°54'01"W., A DISTANCE OF 166.46 FEET; THENCE S.44°25'09"W., A DISTANCE OF 125.38 FEET; THENCE S.78°51'14"W., A DISTANCE OF 153.91 FEET; THENCE N.64°10'55"W., A DISTANCE OF 165.38 FEET; THENCE N.26°34'02"W., A DISTANCE OF 182.53 FEET; THENCE N.39°10'40"W., A DISTANCE OF 167.24 FEET; THENCE N.01°19'57"E., A DISTANCE OF 206.53 FEET; THENCE N.46°00'23"E., A DISTANCE OF 164.22 FEET; THENCE N.00°09'54"W., A DISTANCE OF 47.54 FEET; THENCE N.58°43'08"E., A DISTANCE OF 238.01 FEET; THENCE N.67°12'03"E., A DISTANCE OF 188.62 FEET; THENCE N.45°06'51"E., A DISTANCE OF 128.17 FEET; THENCE N.34°50'30"E., A DISTANCE

EXHIBIT "A"

Initial Property(continued)

OF 162.21 FEET; THENCE N.17°01'48"E., A DISTANCE OF 148.64 FEET; THENCE N.02°51'10"W., A DISTANCE OF 351.10 FEET; THENCE N.74°23'40"W., A DISTANCE OF 168.48 FEET; THENCE S.76°19'30"W., A DISTANCE OF 383.27 FEET; THENCE S.69°07'19"W., A DISTANCE OF 349.43 FEET; THENCE S.40°21'32"W., A DISTANCE OF 33.97 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 133.00 FEET, (DELTA 23°12'39") (CHORD BEARING S.32°56'05"W.), (CHORD 53.51 FEET) FOR A DISTANCE OF 53.88 FEET; THENCE S.40°21'32"W., A DISTANCE OF 238.48 FEET; THENCE N.70°05'08"W., A DISTANCE OF 44.75 FEET; THENCE N.46°01'33"W., A DISTANCE OF 151.20 FEET; THENCE N.85°31'32"W., A DISTANCE OF 220.20 FEET; THENCE N.66°32'37"W., A DISTANCE OF 110.29 FEET; THENCE N.41°11'22"W., A DISTANCE OF 121.75 FEET; THENCE N.10°47'08"W., A DISTANCE OF 122.41 FEET; THENCE N.13°26'00"E., A DISTANCE OF 131.48 FEET; THENCE N.21°31'29"E., A DISTANCE OF 145.68 FEET; THENCE N.09°20'10"W., A DISTANCE OF 141.21 FEET; THENCE N.28°15'38"W., A DISTANCE OF 173.36 FEET; THENCE N.01°14'43"W., A DISTANCE OF 175.65 FEET; THENCE N.35°52'22"E., A DISTANCE OF 153.11 FEET; THENCE N.73°38'17"E., A DISTANCE OF 103.32 FEET; THENCE N.75°45'08"E., A DISTANCE OF 170.91 FEET; THENCE N.45°39'28"E., A DISTANCE OF 343.54 FEET; THENCE N.17°53'12"W., A DISTANCE OF 198.41 FEET; THENCE N.46°25'02"W., A DISTANCE OF 216.03 FEET; THENCE N.69°51'36"W., A DISTANCE OF 43.86 FEET; THENCE S.00°19'49"W., A DISTANCE OF 35.69 FEET; THENCE N.89°40'15"W., A DISTANCE OF 41.00 FEET; THENCE N.00°19'49"E., A DISTANCE OF 520.00 FEET; THENCE S.89°40'15"E., A DISTANCE OF 41.00 FEET; THENCE S.00°19'49"W., A DISTANCE OF 147.22 FEET; THENCE N.76°47'55"E., A DISTANCE OF 374.18 FEET; THENCE N.05°28'43"W., A DISTANCE OF 227.42 FEET; THENCE N.04°09'20"E., A DISTANCE OF 92.19 FEET; THENCE N.00°54'52"W., A DISTANCE OF 150.54 FEET; THENCE N.09°55'46"E., A DISTANCE OF 236.74 FEET; THENCE N.50°46'57"E., A DISTANCE OF 205.06 FEET; THENCE N.01°28'36"E., A DISTANCE OF 1,976.07 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 3,047.15 FEET, (DELTA 04°41'32") (CHORD BEARING S.89°18'56"E.), (CHORD 249.47 FEET) FOR A DISTANCE OF 249.54 FEET; THENCE S.01°28'40"W., A DISTANCE OF 41.30 FEET; THENCE S.38°59'48"E., A DISTANCE OF 303.49 FEET; THENCE S.64°57'16"E., A DISTANCE OF 363.21 FEET; THENCE S.61°10'07"E., A DISTANCE OF 146.56 FEET; THENCE S.52°22'03"E., A DISTANCE OF 330.58 FEET; THENCE S.54°51'30"E., A DISTANCE OF 288.56 FEET; THENCE S.72°39'18"E., A DISTANCE OF 185.17 FEET; THENCE N.87°25'06"E., A DISTANCE OF 490.25 FEET; THENCE S.73°53'09"E., A DISTANCE OF 245.31 FEET; THENCE S.51°21'59"E., A DISTANCE OF 370.75 FEET; THENCE S.59°47'07"E., A DISTANCE OF 340.61 FEET; THENCE S.64°55'14"E., A DISTANCE OF 322.42 FEET; THENCE S.38°18'20"E., A DISTANCE OF 112.17 FEET; THENCE S.05°55'40"E., A DISTANCE OF 246.86 FEET; THENCE S.12°17'52"E., A DISTANCE OF 679.09 FEET; TO A POINT OF INTERSECTION WITH THE NORTHEAST CORNER OF SECTION 7; THENCE S.00°23'16"W., ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 1,356.88 FEET; THENCE S.83°25'18"W., DEPARTING SAID EAST LINE, A DISTANCE OF 331.19 FEET; THENCE N.82°22'54"W., A DISTANCE OF 226.98 FEET; THENCE S.07°19'24"E., A DISTANCE OF 490.20 FEET; THENCE S.11°19'20"E., A DISTANCE OF 449.71 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 74.40 FEET, (DELTA 15°49'32") (CHORD BEARING S.54°22'08"E.), (CHORD 20.48 FEET) FOR A DISTANCE OF 20.55 FEET; THENCE ON THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 223.60 FEET, (DELTA 42°08'02") (CHORD BEARING S.41°12'53"E.), (CHORD 160.75 FEET) FOR A DISTANCE OF 164.43 FEET; THENCE S.20°08'52"E., A DISTANCE OF 357.73 FEET; THENCE S.00°32'54"E., A DISTANCE OF 1,044.06 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3,102.50 FEET, (DELTA 05°39'39") (CHORD BEARING S.02°26'33"E.), (CHORD 306.41 FEET) FOR A DISTANCE OF 306.53 FEET; THENCE S.00°23'16"W., A DISTANCE OF 1,182.15 FEET TO THE POINT OF BEGINNING.

CONTAINING 426.07 ACRES, MORE OR LESS.

EXHIBIT "A"

Initial Property (continued)

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON STATE PLANE COORDINATES FOR THE FLORIDA WEST ZONE (1999 ADJUSTMENT) WHEREIN THE EAST LINE OF SECTION 7, TOWNSHIP 43 SOUTH, RANGE 26 EAST BEARS SOUTH 00°23'16" WEST.

Other Properties

In addition to the above-described property, the property submitted to the Charter as of the date of recording of this Amended and Restated Community Charter for Babcock Ranch Residential Properties includes that property described in and submitted by the Prior Supplements, as they may be amended. Additional property may be submitted to this Charter in the future by Supplement recorded pursuant to Chapter 17 or amendment of this Exhibit "A" pursuant to Section 21.2, with the consent of the owner of the property being submitted.

Delegate District Assignments

The Units within the above-described Initial Charlotte County Property are hereby assigned to Delegate Districts (pursuant to Section 3.2 of the Charter) as follows:

<u>Lots</u>	<u>Delegate District</u>
Lots 1-92	Delegate District No. 1
Lots 93-193	Delegate District No. 2

all such Delegate Districts being subject to expansion in accordance with Section 3.2 of the Charter as additional property is made subject to the Charter.

The Units within the above-described Initial Lee County Property are hereby assigned to Delegate District No. 26 initially, subject to division into more than one Delegate District and reassignment of the Units therein to different Delegate Districts following recording of subdivision plats for such Initial Lee County Property, as the Founder deems appropriate.

EXHIBIT "B"

Expansion Property

Those two parcels of land lying and being in Charlotte County and Lee County, respectively, in the state of Florida, and being more particularly described as follows:

CHARLOTTE COUNTY PARCEL:

A parcel of land lying within Sections 29, 31 through 33, Township 41 South, Range 26 East, AND, Sections 4 through 10, Sections 15 through 17 and Sections 19 through 36, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described as follows:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 50.00 feet to a point on the East right-of-way line of State Road No. 31, said point also being the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 5,189.75 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5,306.08 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East;

Thence S89°37'16"E a distance of 5,289.11 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a distance of 3,430.66 feet; Thence N00°00'40"W a distance of 10,185.53 feet; Thence N05°46'23"E a distance of 1,058.56 feet; Thence N66°40'38"W a distance of 200.62 feet; Thence S83°12'47"W a distance of 1,373.33 feet; Thence N30°17'33"W a distance of 1,686.63 feet; Thence N70°02'41"W a distance of 1,332.41 feet; Thence S72°42'44"W a distance of 1,430.81 feet; Thence N49°18'31"W a distance of 2,362.25 feet; Thence S69°00'57"W a distance of 1,518.19 feet; Thence S21°08'17"W a distance of 865.44 feet; Thence S20°29'11"E a distance of 1,376.91 feet; Thence N74°38'25"E a distance of 1,635.69 feet; Thence S00°18'50"E a distance of 1,309.92 feet; Thence S89°45'02"W a distance of 4,154.48 feet; Thence N51°39'36"W a distance of 782.53 feet; Thence N04°14'12"E a distance of 1,329.59 feet; Thence N39°20'59"W a distance of 1,779.16 feet; Thence N42°01'35"W a distance of 1,162.94 feet; Thence S52°01'16"W a distance of 818.34 feet; Thence S62°56'46"W a distance of 516.42 feet; Thence S89°59'33"W a distance of 307.20 feet; Thence N80°06'18"W a distance of 334.84 feet; Thence N20°54'51"W a distance of 336.86 feet; Thence N05°03'05"E a distance of 533.35 feet; Thence N22°47'49"E a distance of 5,490.82 feet; Thence N55°42'26"E a distance of 195.73 feet; Thence N21°59'06"W a distance of 1,739.17 feet; Thence N52°37'55"E a distance of 867.75 feet; Thence N13°36'57"W a distance of 2,507.33 feet; Thence S78°50'16"W a distance of 687.95 feet; Thence N19°48'25"W a distance of 366.25 feet; Thence N08°01'21"W a distance of 493.32 feet; Thence N03°43'40"E a distance of 687.22 feet; Thence N00°28'20"E a distance of 674.51 feet; Thence N25°12'33"W a distance of 261.13 feet; Thence N42°54'55"W a distance of 643.19 feet; Thence N07°19'37"W a distance of 171.40 feet; Thence N13°05'30"E a distance of 201.96 feet; Thence N32°40'01"W a distance of 186.12 feet; Thence N05°04'15"W a distance of 1,832.77 feet; Thence N19°47'08"W a distance of 527.20 feet; Thence N26°13'22"W a distance of 802.13 feet; Thence S79°06'55"W a distance of 475.20 feet; Thence N74°19'19"W a distance of 1,689.05 feet; Thence N01°26'06"W a distance of 897.42 feet; Thence

EXHIBIT "B"
Expansion Property
 (continued)

N89°51'42"W a distance of 67.91 feet; Thence N00°00'03"W a distance of 1,218.37 feet; Thence N39°50'11"W a distance of 190.86 feet; Thence N00°00'29"W a distance of 324.62 feet; Thence N89°59'52"W a distance of 688.20 feet; Thence N00°00'00"E a distance of 1,967.22 feet; Thence N41°13'25"W a distance of 2,825.17 feet; Thence S89°59'57"W a distance of 3,566.80 feet; Thence S00°00'03"E a distance of 2,799.34 feet; Thence S89°11'17"W a distance of 5,960.98 feet to a point lying 50.00 feet East of the East right-of-way line for State Road No. 31; Thence along a line 50.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances: S00°48'43"E a distance of 2,976.13 feet and S00°34'01"W a distance of 786.25 feet; Thence S89°25'59"E a distance of 4,104.32 feet; Thence S00°01'22"E a distance of 2,084.04 feet; Thence S16°46'15"E a distance of 1,740.24 feet; Thence S09°11'59"W a distance of 1,325.85 feet; Thence S73°15'18"E a distance of 661.15 feet; Thence N59°20'29"E a distance of 577.75 feet; Thence S38°10'48"E a distance of 551.46 feet; Thence S86°25'58"E a distance of 385.80 feet; Thence S24°01'11"E a distance of 975.12 feet; Thence S57°46'34"E a distance of 530.20 feet; Thence S70°04'12"E a distance of 1,843.47 feet; Thence N63°01'21"E a distance of 1,214.99 feet; Thence S50°03'22"E a distance of 2,565.56 feet; Thence S13°56'09"W a distance of 1,953.90 feet; Thence S12°51'59"E a distance of 1,862.33 feet; Thence S71°59'01"W a distance of 448.53 feet; Thence N45°00'57"W a distance of 266.60 feet; Thence S69°50'23"W a distance of 1,104.27 feet; Thence S28°10'55"E a distance of 1,272.60 feet; Thence S62°45'03"W a distance of 4,638.30 feet; Thence S82°12'01"W a distance of 711.48 feet; Thence S81°38'00"W a distance of 5,167.82 feet; Thence N77°54'41"W a distance of 707.32 feet; Thence N89°28'15"W a distance of 299.98 feet to a point lying 50.00 feet East of the East right-of-way line for State Road No. 31;

Thence along a line 50.00 feet East of, and parallel with, the East right-of-way line for State Road No. 31, the following courses and distances:

S00°31'45"W a distance of 4,197.71 feet, S00°26'10"W a distance of 5,282.33 feet and S00°36'46"W a distance of 5,337.00 feet to the Point of Beginning.

Containing 13,630.64 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E.

LEE COUNTY PARCEL:

Commence at the Southwest corner of Section 31, Township 42 South, Range 26 East and run S89°41'45"E, along the South line of said Section 31, a distance of 50.00 feet to a point on the East right-of-way line of State Road No. 31, said point also being the Point of Beginning of the parcel of land herein described; Thence continue S89°41'45"E a distance of 5,189.75 feet to the Northeast corner of Section 6, Township 43 South, Range 26 East; Thence S89°41'45"E a distance of 5,306.08 feet to the Northeast corner of Section 5, Township 43 South, Range 26 East; Thence S89°37'16"E a distance of 5,289.11 feet to the Northeast corner of Section 4, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Northeast corner of Section 3, Township 43 South, Range 26 East; Thence S89°35'44"E a distance of 5,294.60 feet to the Northeast corner of Section 2, Township 43 South, Range 26 East; Thence S89°35'44"E, along the North line of Section 1, Township 43 South, Range 26 East, a dis-

EXHIBIT "B"
Expansion Property
 (continued)

tance of 155.76 feet; Thence S09°58'52"W a distance of 4,667.96 feet; Thence S04°10'14"W a distance of 283.52 feet; Thence S03°53'19"E a distance of 515.32 feet to a point on the South line of Section 2, Township 43 South, Range 26 East (said point being 558.41 feet West of the Southeast corner of said Section 2); Thence N88°38'22"W a distance of 2,084.07 feet to the South one-quarter corner of said Section 2; Thence N88°38'42"W a distance of 2,642.06 feet to the Southwest corner of said Section 2; Thence N89°51'49"W a distance of 5,300.09 feet to the Southwest corner of Section 3, Township 43 South, Range 26 East; Thence N89°51'54"W a distance of 2,650.09 feet to the South one-quarter corner of Section 4, Township 43 South, Range 26 East; Thence S00°23'25"W a distance of 1,330.65 feet to the Southwest corner of the North one-half of the Northeast one-quarter of Section 9, Township 43 South, Range 26 East; Thence S06°02'41"E a distance of 1,338.36 feet to a point on the North line of the Southeast one-quarter of said Section 9 (said point being 150.00 feet East of the Northwest corner of the Southeast one-quarter of said Section 9); Thence S00°22'58"W, parallel with and 150.00 feet East of the West line of the Southeast one-quarter of said Section 9, a distance of 2,611.56 feet to a point on the North right-of-way line of County Road No. 78; Thence along said right-of-way line the following courses and distances, N89°54'54"W a distance of 150.26 feet and N89°54'44"W a distance of 2,648.95 feet to a point on the West line of said Section 9; Thence N00°22'31"E a distance of 2,612.02 feet to the West one-quarter corner of said Section 9; Thence N00°21'56"E a distance of 2,663.13 feet to the Southeast corner of Section 5, Township 43 South, Range 26 East; Thence N89°52'00"W a distance of 2,666.70 feet to the South one-quarter corner of said Section 5; Thence N89°50'47"W a distance of 2,667.42 feet to the Southwest corner of said Section 5; Thence S00°23'16"W, along the East line of Section 7, Township 43 South, Range 26 East, a distance of 5,294.00 feet to a point on the North right-of-way line of County Road No. 78; Thence Westerly along the curved right-of-way line, (said curve being curved concave to the North, having a delta angle of 00°53'52" and a radius of 11,339.17 feet, with a chord bearing of N89°19'12"W and a chord length of 177.69 feet) a distance of 177.69 feet to the end of the curve; Thence N88°52'16"W, along said North right-of-way line, a distance of 4,406.31 feet to the beginning of a curve to the right; Thence along the arc of the curved right-of-way line, (said curve being curved concave to the Northeast, having a delta angle of 89°12'05" and a radius of 522.94 feet, with a chord bearing of N44°16'14"W and a chord length of 734.37 feet) a distance of 814.14 feet to a point on the East right-of-way line of State Road No. 31; Thence along the East right-of-way line for State Road No. 31, the following courses and distances, N00°19'49"E a distance of 4,776.07 feet, N00°18'54"E a distance of 5,313.41 feet and N00°36'46"E a distance of 0.14 feet to the Point of Beginning.

Containing 4,157.2 acres, more or less.

Bearings hereinabove mentioned are based on the North line of Section 6, Township 43 South, Range 26 East to bear S89°41'45"E. Dimensions and acreages shown herein are grid values.

CONTAINING A TOTAL AREA OF 17,787.84 ACRES, PLUS OR MINUS.

TOGETHER WITH any other real property located within two (2) miles of the perimeter boundaries of the property described on Exhibit "A" or this Exhibit "B."

[continued on next page]

EXHIBIT "B"
Expansion Property
(continued)

LESS AND EXCEPT such portion of the above property as is described on Exhibit "A".

Note to clerk and title examiners: This Charter is not intended to create an encumbrance on title to the property described on this Exhibit "B." Such title may be encumbered only with the consent of the owner by filing a Supplement in accordance with Chapter 17 or an amendment in accordance with Section 21.2, which specifically describes the property submitted thereby.

EXHIBIT "C"

Initial Rules

The following initial Rules are subject to amendment or modification in accordance with the procedures set forth in the Charter.

1. **Restricted Activities.** Unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board or the Charter, the following activities are prohibited within the Community, except to the extent undertaken by the Founder or its designees in the course of development, marketing and sale of property in Babcock Ranch:

(a) Parking any vehicles on Units in places other than garages or driveways; parking vehicles on streets or alleys within the Community except in on-street parking spaces specifically designed for vehicular parking or parallel to the curb of a street adjacent to the Unit owned, occupied or being visited by the vehicle owner, in the direction of traffic flow, and then only between the hours of 6:00 a.m. and 1:00 a.m.; parking on sidewalks or landscaped areas or in a manner that blocks access to any driveway; parking on a street opposite another vehicle in a manner that restricts emergency vehicle access; or parking commercial vehicles or equipment, motor homes, recreational vehicles, golf carts, boats, jet skis and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than enclosed garages; provided, construction, service, and delivery vehicles may be parked on a street adjacent to a Unit or Common Area, or in the driveway of a Unit or on Common Area, during daylight hours only, while construction activity is underway on the Unit or for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. For purposes of this subsection (a), the term "commercial vehicle" shall refer to any vehicle weighing more than 3/4 ton, vehicles outfitted with ladder or equipment racks or containing visible tools, equipment or inventory; any vehicle on which a sign or other object is mounted for advertising purposes; or any vehicle displaying a name, logo, graphics, symbol, or message for purposes of advertising a commercial brand, goods, or services, if the area devoted thereto exceeds 1 square foot in any location or 2 square feet in total, but shall not include official public safety vehicles owned by governmental or quasi-governmental bodies. For purposes of this subsection (a), a vehicle shall be considered "stored" or "inoperable" if it has been parked outside of a garage without being driven for a continuous period of 30 days or longer, or has been parked outside of a garage for more than 14 days with a flat tire, partially dismantled, or wrecked so as to be unable to be driven.

(b) Raising, breeding, capturing, trapping, keeping, or killing animals or wildlife, except that (i) a maximum of three dogs, three cats, and a reasonable number of birds, reptiles or other common pets kept in cages may be permitted in a Unit, and (ii) the Association, its contractors, agents, and employees may engage in such activities as permitted by law and consistent with wildlife management plans approved by applicable governmental officials as part of a continuing resource management plan for the Community. Pets that are permitted to roam free or, in the Board's sole discretion, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed from the Community upon the Board's request. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed, and inoculated as required by law;

EXHIBIT "C"

Initial Rules

(continued)

(c) Any activity that emits foul or obnoxious odors outside the Unit or creates noise or other conditions that, in the Board's reasonable discretion, tend to disturb the peace or threaten the safety of or cause embarrassment, discomfort, annoyance, or nuisance to the occupants of other Units or persons using the Common Area, except that this Rule shall not restrict the ability of the Association and its contractors, agents, or employees to engage in such activities as part of a continuing resource management plan for the Community;

(d) Any activity that violates local, state, or federal laws or regulations; however, the Board shall have no obligation to take action to enforce such laws or regulations or to prevent a violation;

(e) Pursuing hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit;

(f) Storage or use of barbecue grills, fire pits, fire bowls, chimineas, freestanding outdoor fireplaces, or outdoor heaters of any kind on front porches or in front yards of Units, or outside burning of trash, leaves, debris, or other materials, except that (i) charcoal, wood and natural gas may be burned in grills and other devices intended for burning of such materials, provided they are not used in front porches or front yards; and (ii) the Founder, the ISD, the Association, and their respective contractors or agents may engage in ecological burning as part of a continuing resource management plan;

(g) Using or discharging any radio, loudspeaker, horn, whistle, bell, or other sound device so as to be audible to occupants of other Units, except fire and security alarm devices used exclusively for such purposes;

(h) Using or discharging firecrackers and other fireworks except on Independence Day and New Years Eve;

(i) Accumulating rubbish, trash, or garbage except between regular garbage pick ups, and then only in approved containers which, for Units located in Lee County, must be bear-proof if placed outdoors for collection, as provided in Section 15.17 of the Charter. Waste containers may be placed facing the curb no earlier than 8:00 p.m. the evening before a scheduled pick up and shall be removed and stored out of sight no later than 8:00 p.m. on the day of service. To avoid animals and pests getting into trash, trash containers shall have secure lids and any trash that does not fit in a container shall not be placed outside before 4:30 a.m. on day of service. Trash containers shall be stored so as not to be visible from either the front or side of any dwelling except while placed at the curb for pickup and then only during the times set forth herein;

(j) Discharging firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge;

(k) On-site storage of fuel, except that a reasonable amount of fuel may be stored on each Unit for emergency purposes and operation of grills, mowers and similar tools or equipment, and the Association shall be permitted to store and sell fuel for refueling of boats, operation of maintenance vehicles, genera-

EXHIBIT "C"

Initial Rules

(continued)

tors, and similar equipment. This provision shall not apply to any underground fuel tank authorized pursuant to Chapter 5;

(l) Dumping, pumping out, or discharging fuel, gray water, pesticides, or toxic substances onto the land or into bodies of water within or adjacent to the Community;

(m) Any activities that materially disturb or destroy the vegetation, wildlife, wetlands, or air quality within the Community, that use excessive amounts of water, or that result in unreasonable levels of sound or light pollution;

(n) Operating any mini-bike, motorbike, "all-terrain vehicle" or other fossil fuel-powered vehicle with an internal combustion engine, other than a licensed automobile, or any golf cart or unlicensed motor vehicle of any kind, anywhere in the Community, on or off roadways, except that this shall not apply:

(i) to restrict use of golf carts on private streets solely within any portion of the Community which is subject to the jurisdiction of an Additional Association, to the extent permitted by and in accordance with applicable covenants and rules of such Additional Association; or

(ii) to restrict use of motorcycles or golf carts on public streets for transportation purposes by persons holding a valid license to operate motor vehicles, provided they comply with applicable state and local requirements for operation on public streets and, in the case of golf carts, are registered with the Association and insured against liabilities, such registration and operation to be subject to such additional requirements and policies as the Board may establish from time to time and set forth in a private golf cart agreement to be executed by the golf cart owner and/or operator as a condition of such registration and operation);

(o) Fishing, boating, and other use of lakes, ponds, or other stormwater management facilities within the Community, or any modifications to such lakes, ponds, or other stormwater management facilities, except in strict compliance with applicable rules and policies adopted by the ISD, as they may be amended from time to time, and such terms and conditions as the ISD may impose, except that the Association, the ISD, and their respective agents and contractors shall not be subject to this Rule;

(p) Storage of any canoe, kayak, paddleboard, or other watercraft on top of any dock, on any ISD property, on Common Area, or on any portion of a Unit other than in the garage or dwelling on the Unit, except that an Owner who has been authorized by the ISD or the Board, as applicable, and the Reviewer pursuant to Chapter 5, to construct or install a dock may store such watercraft in the water directly moored to such dock, if and to the extent authorized by the terms of the applicable dock permit or easement executed by the ISD and subject to such rules and regulations as the ISD or Board may adopt;

(q) Converting any carport or garage to finished space for use as an apartment or other integral part of the living area on any Unit without prior approval pursuant to Chapter 5;

EXHIBIT "C"

Initial Rules

(continued)

(r) Excavation into or through the Florida aquifer's confining layers, or any activity interfering with the integrity of wetlands, such as clearing, excavating, draining or filling, without written authorization from appropriate federal, state and local agencies, including the Director of the Environmental Protection Commission or his designated agent, as required by applicable law or conditions of any development approvals affecting the property;

(s) Constructing or modifying any thing, permanently or temporarily, on the outside portions of a Unit, whether such portion is improved or unimproved, or on or over any public right-of-way, Common Area, ISD property, or any marsh, wetland, creek, pond, or waterway within or abutting any portion of the Community, except in strict compliance with the provisions of Chapter 5, these Rules and, if ISD property, the rules and policies of the ISD. This shall include, without limitation, signs, basketball hoops, and swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers, and similar structures; hedges, walls, dog runs, animal pens, or fences of any kind; and satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

shall be permitted on Units, subject to such reasonable requirements as to location and screening as may be set forth in the Design Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. The Founder and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of the Community, should any master system or systems be utilized by the Association and require such exterior apparatus; and

(t) Operating any model aircraft, drone, or other unmanned device capable of navigation through the air ("Unmanned Device"):

(i) outside the boundaries of a Unit occupied by the owner or operator of such Unmanned Device, except that this clause (i) shall not prohibit operation of an Unmanned Device within the Community (A) by the Founder or its designees in connection with the development, marketing, or sale of any portion of the Community during the Development and Sale Period; or (B) for legitimate governmental or commercial purposes by law enforcement or other public safety personnel acting in their official capacities, or (C) by any governmental agency or utility provider or their employees or contractors in the performance of their duties, or (D) by any person or entity engaged in a business or profession licensed by the State, provided that the Unmanned Device is used only to perform tasks within the scope of the operator's official capacity, duties, or license, is operated in full compliance with all applicable laws and regulations, and is not

EXHIBIT "C"

Initial Rules

(continued)

operated in the a manner described in subclauses (A) or (B) of clause (ii) or (iii) below. The Board may, in its discretion, grant exemptions for other categories of use subject to such conditions as the Board deems appropriate, provided that such exemptions are based on the nature of the drone use and operation within the Community and do not give preferential treatment to any particular business over its competitors; or

(ii) on or above the Unit occupied by the owner or operator of such Unmanned Device, in any manner which:

(A) allows the gathering of information about the identity, habits, conduct, movements, whereabouts, affiliations, associations, transactions, reputation, or character of any person or persons located outside the boundaries of the Owner or operator's Unit, without the consent of such person(s);

(B) allows the capture of photographs or video or audio recordings of any person or property located outside the boundaries of the operator's Unit without the consent of such person or the owner of such property, if such images or sounds would not be readily observable or detectable by the Owner or operator of the device from ground level at places where such Owner or operator has a legal right to be; or

(iii) in any manner which, in the Board's judgment, is intended to or does harass or invade the privacy of persons on other Units or the Common Area, or interferes with any person's right to quiet enjoyment of their Unit.

Except as specifically authorized pursuant clause (i) above, operation of any Unmanned Device shall:

(A) be for recreational or hobby purposes only (no commercial purposes);

(B) occur only between dawn and dusk; and

(C) comply with Section 336 of the FAA Modernization and Reform Act of 2012, as it may be amended, and all applicable Federal Aviation Administration rules, including such registration as may be required thereunder.

In addition, the Board may require that Owners and occupants of Units register any Unmanned Device with the Association prior to operation within the Community and may impose such additional requirements and policies as the Board may establish from time to time and set forth in a written agreement to be executed by the owner of the Unmanned Device as a condition of such registration, including proof of insurance and indemnification of the Association.

2. Prohibited Conditions. The following shall be prohibited in the Community:

(a) Accumulation or storage of combustible materials or debris on Units, except to the extent reasonably necessary during construction of a dwelling on the Unit. This Rule shall not preclude storage of a

EXHIBIT "C"

Initial Rules

(continued)

reasonable amount of firewood on a Unit provided it is stacked and stored in a safe manner and location;
and

(b) Structures, equipment, or other items on the exterior portions of a Unit that have become rusty, dilapidated, or otherwise fallen into disrepair.

EXHIBIT "D"

Articles of Incorporation of Babcock Ranch Residential Association, Inc.

[See attached]

(b) all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Charter, and the Association's by-laws, including, without limitation, the following:

(i) to fix, levy, collect, and enforce payment of all charges or assessments authorized by the Charter by any lawful means; to pay all expenses in connection therewith and all administrative and other expenses incident to conducting the business of the Association including all licenses, taxes, or governmental charges levied or imposed against the property of the Association; and to use a portion of the collected assessments for the costs of maintenance, repair, management, and/or operation of the Water Management System described below;

(ii) to manage, control, operate, maintain, repair, and improve the Common Area (as defined in the Charter) and any other property for which the Association has a right or duty to provide such services pursuant to the Charter, other applicable covenants, or any agreement or contract, including the surface water management system facilities serving the property subject to the Charter and all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and associated buffer areas, and wetland mitigation areas which are a part thereof ("Water Management System"), except to the extent that maintenance thereof is the responsibility of the Babcock Ranch Community Independent Special District;

(iii) to make and enforce rules and regulations and to enforce covenants, conditions, or restrictions affecting any property to the extent the Association may be authorized to do so under the Charter or By-Laws;

(iv) to engage in activities that will actively foster, promote, and advance the common interests of all owners of property subject to the Charter;

(v) to buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate, and otherwise deal in and with real, personal, and mixed property of all kinds and any right or interest therein for any purpose of the Association;

(vi) to borrow money for any purpose subject to such limitations as may be set forth in the Charter and the Association's by-laws;

(vii) to enter into, make, perform, and enforce contracts of every kind and description and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private;

(viii) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(ix) to adopt, alter, and amend or repeal such by-laws ("By-Laws") as may be necessary or desirable for the proper management of the Association's affairs; provided, any amendment is subject to Voting Delegate approval to the extent required in the By-Laws, and such By-Laws may not be inconsistent with or contrary to any provisions of the Charter; and

(x) to provide any and all supplemental municipal services to the Community as may be necessary or desirable.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law; and the powers

specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of this Article.

Article 7. Members. The Association shall be a membership corporation without certificates or shares of stock. The Owner of each Unit, as those capitalized terms are defined in the Charter, shall be a member of the Association and shall be entitled to a vote for such Unit, subject to the limitations set forth in the Charter and the By-Laws, to be cast by the Voting Delegate representing such Unit except as provided in the Charter and By-Laws. In addition, the Founder shall be a Member and entitled to vote for such period as provided in the Charter, regardless of whether the Founder owns any Unit.

Change of an Owner's membership in the Association shall be established by recording in the Official Records of Charlotte County or Lee County, Florida, as applicable, a deed or other instrument establishing record title to a Unit. Upon such recordation, the Owner designated by such instrument shall become a member of the Association and the membership of the prior Owner shall terminate.

Article 8. Board of Directors. The Association's affairs shall be conducted, managed, and controlled by a Board of Directors consisting of three to seven directors. The Board may delegate its operating authority to such corporations, individuals, and committees as it, in its discretion, may determine.

The initial Board of Directors shall consist of three persons. The names and addresses of the initial directors, who shall serve until their successors are elected and have qualified, or until their resignation or removal, are as follows:

William Vander May	11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905
Elizabeth Andres	11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905
Michael Acosta	11390 Palm Beach Boulevard, Suite 204, Fort Myers, Florida 33905

The number of directors, method of election and removal, method of filling vacancies, and term of office of directors shall be as set forth in the By-Laws.

Article 9. Liability and Indemnification of Directors. To the extent consistent with the Florida Not For Profit Corporation Act, as it exists on the date hereof or as it may hereafter be amended, the Association shall indemnify its officers and directors as required by the Charter and By-Laws. No director of the Association, including any director appointed by the Founder, shall be personally liable to the Association or its members for monetary damages for breach of duty of care or other duty as a director, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful. No amendment to or repeal of this Article shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE**


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

1. The name of the corporation is: Babcock Ranch Residential Association, Inc.
2. The name and address of the registered agent and office is:

George Speer
4500 PGA Boulevard, Suite 400
Palm Beach Gardens, Florida 33418

HAVING BEEN NAMED AS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.

Signature


George Speer

Date

6-20-16

EXHIBIT "E"

By-Laws of Babcock Ranch Residential Association, Inc.

[See attached]

STATE OF FLORIDA

COUNTY OF CHARLOTTE

Cross-Reference to Charter:

O.R. Book 4105, Page 15

O.R. Book 4377, Page 1001

**FIRST AMENDMENT TO THE
BY-LAWS OF BABCOCK RANCH RESIDENTIAL ASSOCIATION, INC.**

THIS FIRST AMENDMENT to the By-Laws of Babcock Ranch Residential Association, Inc. ("Amendment") is made this 14th day of April, 2022, by Babcock Property Holdings, L.L.C., a Delaware limited liability company ("Founder").

WITNESSETH

WHEREAS, on July 22, 2016, Founder filed that certain Community Charter for Babcock Ranch Residential Properties, which was recorded as Instrument No. 2453865 in Official Records Book 4105, Page 15, *et seq.*, of the Public Records of Charlotte County, Florida ("**Public Records**"), and amended by that Amended and Restated Community Charter for Babcock Ranch Residential Properties recorded in the Public Records on November 8, 2018 as Instrument No. 2660285 in Official Records Book 4377, Page 1001, *et seq.*, and by that First Amendment to Amended and Restated Community Charter for Babcock Ranch Residential Properties recorded in the Public Records on December 9, 2020 as Instrument No. 288092 in Official Records Book 4674, Page 349, *et seq.*, and supplemented by various instruments recorded in the Public Records (as amended and supplemented, the "**Charter**"); and

WHEREAS, Babcock Ranch Residential Association, Inc., a Florida not for profit corporation (the "**Association**"), was established by the filing of Articles of Incorporation with the Florida Department of State, Division of Corporations, on July 1, 2016;

WHEREAS, a copy of the By-Laws of Babcock Ranch Residential Association, Inc. ("**By-Laws**"), as adopted by its Board of Directors, was attached as Exhibit "E" to the Charter; and

WHEREAS, pursuant to the Articles and the Charter, there are currently two classes of membership in the Association: the Owner Member and Founder Membership; and

WHEREAS, the Founder is the sole Founder Member; and

WHEREAS, pursuant to Section 9.5(a) of the By-Laws, the Founder Member may unilaterally amend the By-Laws during the Founder Control Period (as defined in the Charter); and

WHEREAS, the Founder Control Period has not terminated and the Founder desires to amend and restate the By-Laws as set forth herein; and

NOW, THEREFORE, pursuant to the authority granted to the Founder Member under the By-Laws, the Founder hereby amends and restates the By-Laws to read as set forth in the Amended By-Laws of Babcock Ranch Residential Association, Inc. attached hereto.

EXECUTED this 14th day of April, 2022.

FOUNDER MEMBER: **BABCOCK PROPERTY HOLDINGS, L.L.C.**, a Delaware limited liability company

By: Alfred P. Dougherty
Name: Alfred P. Dougherty
Its: COO

ADDRESS: 42850 Crescent Loop, Suite 200
Babcock Ranch, Florida 33982

WITNESSES: Sheila Nicoloff
Print Name: Sheila Nicoloff
Kathleen E. Valentine
Print Name: Kathleen E. Valentine

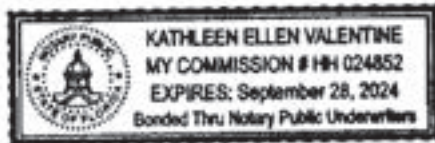
STATE OF FLORIDA §
§
COUNTY OF CHARLOTTE §

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, on this the 14th day of April, 2022, by Alfred P. Dougherty as COO of Babcock Property Holdings, L.L.C., a Delaware limited liability company, on behalf of such entity. He/she is personally known to me and did (did not) take an oath.

Given under my hand and official seal this 14th day of April, 2022.

[SEAL]

Name: Kathleen Ellen Valentine
Title: Notary Public
Serial Number, if any: HH 024852
My Commission Expires: 9/28/2024



AMENDED BY-LAWS
OF
BABCOCK RANCH RESIDENTIAL ASSOCIATION, INC.

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**AMENDED BY-LAWS
OF
BABCOCK RANCH RESIDENTIAL ASSOCIATION, INC.**

**Article 1
Name, Principal Office, and Definitions**

1.1. Name.

The name of the corporation is Babcock Ranch Residential Association, Inc. ("**Association**").

1.2. Principal Office.

The Association's principal office shall be located in Charlotte County or Lee County, Florida. The Association may have such other offices, either within or outside Florida, as the Board may determine or as the Association's affairs require.

1.3. Definitions.

The words used in these By-Laws shall have their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Community Charter for Babcock Ranch Residential Properties recorded by Babcock Property Holdings, L.L.C., a Delaware limited partnership, in the official public records of Charlotte County and Lee County, Florida, as appropriate (as it may be amended and supplemented, the "**Charter**"), unless the context indicates otherwise. The term "majority," as used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number. The term "Act," as used in these By-Laws, means the Florida Homeowners' Association Act, Florida Statutes Section 720.301, *et seq.*, as amended from time to time.

**Article 2
Membership: Meetings, Quorum, Voting, Proxies**

2.1. Membership.

The Association shall have two classes of membership, Owner Membership and Founder Membership, as more fully set forth in the Charter. Provisions of the Charter pertaining to membership are incorporated by this reference. Members of the Association are referred to generally in these By-Laws as "**Members**."

2.2. Place of Meetings.

The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.

2.3. Association Meetings.

(a) *General.* Association meetings shall be of the Voting Delegates unless the Board otherwise specifies or Florida law otherwise requires; provided, until Voting Delegates are selected, meetings shall be of the Members and references in these By-Laws to Voting Delegates shall be deemed to be references to the Members.

(b) *Annual Meetings.* The Board shall schedule regular annual meetings to occur within 120 days after the close of the Association's fiscal year, on such date and at such time and place as the Board shall determine. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if, and to the extent, permitted by law.

(c) *Special Meetings.* The President may call special meetings of the general membership or special meetings of the Members owning Units within any Service Area. It shall also be the President's duty to call a special meeting of the general membership if so directed by Board resolution or upon a written petition of Voting Delegates representing at least 25% of the total votes in the Association. It shall also be the President's duty to call a special meeting of the Members within any Service Area if so directed by Board resolution or upon a written petition of Voting Delegates within any Service Area representing at least 25% of the total votes in the Service Area.

If the President does not send notice of a special meeting pursuant to Section 2.4 within 30 days after the date written demand is delivered to the Association's Secretary, any Member signing the demand may set the time and place of the special meeting and give the Association notice pursuant to Section 2.4.

(d) *Agenda Items.* If Members entitled to cast at least 20% of the total votes in the Association petition the Board in writing to address an item of business, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special meeting of the Board, which shall be held within 60 days after the receipt of the petition.

(e) *Remote Participation in Meetings.* If authorized by the Board and subject to such procedures as the Board may adopt, Voting Delegates and Members or Members' proxy holders who are not physically present at a meeting may participate in the meeting by telephone or video conference or any other means of remote communication that provides an opportunity to communicate and to read or hear the proceedings of the meeting substantially concurrent with the proceedings. Any such persons shall be deemed present in person at such meeting and may vote on any matter as to which they would be entitled to vote if physically present, provided that the Association implements reasonable means to verify their identity as a Voting Delegate, Member or Member's proxy holder and eligibility to vote. If any Voting Delegate, Member, or proxy holder votes or takes other action by means of remote communication, the Association shall maintain a record of that person's participation in the meeting as part of the Association's records pursuant to Section 9.3.

2.4. Notice of Meetings.

The President, the Secretary, or the officers or other persons calling a meeting of the Members or the Voting Delegates shall deliver or cause to be delivered to each Member or Voting Delegate, as applicable, entitled to vote at such meeting a written notice stating the place, day, and hour of the meeting, such notice to be given in any manner permitted by Florida law.

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

Such notice shall be delivered by such means as permitted under Section 9.4, at least 14 but not more than 50 days before the date of such meeting.

2.5. Waiver of Notice.

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

2.6. Adjournment of Meetings.

If any Association meeting cannot be held because a quorum is not present, the Voting Delegates entitled to cast a majority of the votes present at such meeting may adjourn the meeting to a time at least five but not more than 30 days from the scheduled date of the original meeting. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally called. If those in attendance at the original meeting do not fix a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Voting Delegates of the time and place for reconvening the meeting in the manner prescribed for regular meetings.

Voting Delegates present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of enough Voting Delegates to leave less than a quorum, provided at least a majority of the votes required to constitute a quorum must approve any action taken.

2.7. Voting.

(a) *Voting Rights.* Members shall have such voting rights as are set forth in the Charter, which provisions are specifically incorporated by this reference. Until such time as the Board first calls for election of a Voting Delegate for any Delegate District, the Owners within such Delegate District shall be entitled personally to cast the votes attributable to their respective Units on any issue as to which a Voting Delegate representing the Delegate District would be entitled to vote, and the term "Voting Delegate" shall include all such Owners.

In any situation where a Member's voting rights have been suspended, the suspended vote shall not be considered for any purpose, including, but not limited to, calculating the total number of votes in the Association, determining the number of votes necessary to constitute a quorum, or the number of votes or approvals required to approve an action.

(b) Election of and Removal of Voting Delegates. The Owner Members owning Units within each Neighborhood shall elect a Voting Delegate to cast all votes attributable to their Units on all Association matters requiring a membership vote, except as otherwise specified in the Charter or these By-Laws. In addition, each Delegate District shall elect an alternate Voting Delegate who shall be responsible for casting such votes in the absence of the Voting Delegate.

The first election of a Voting Delegate and alternate Voting Delegate from each Delegate District shall occur at least 30 days prior to any Association meeting at which the Voting Delegate from such Delegate District will be entitled to vote. Thereafter, the Board shall call for an election of Voting Delegates and alternates on an annual basis.

Except as otherwise provided in this subsection (b), Voting Delegate elections shall be by ballots cast by mail, computer, or at a meeting of the Owner Members within such Delegate District, as the Board determines. If the Board authorizes secret ballots for election of Voting Delegates to be cast by mail, such balloting shall be conducted in accordance with the procedures set forth in Florida Statutes §720.306(8)(b). If the Board authorizes electronic voting through an internet-based online voting system, such voting shall be conducted in accordance with Florida Statutes §720.317. Upon written petition signed by Owner Members holding at least 20% of the votes attributable to Units within any Delegate District, the election for such Delegate District shall be held at a meeting. Candidates for election as Voting Delegates may be nominated by the Board, a nominating committee the Board may appoint, and/or from the floor at any meeting at which such election is to be held. In addition or in the alternative, any Person may submit his or her name for consideration.

The presence, in person or by proxy, or the filing of ballots or electronic votes of Owner Members representing at least 20% of the total votes attributable to Units in the Delegate District shall constitute a quorum for any Delegate District meeting or election. In the event of a failure to obtain a quorum or vacancy in such positions for any Delegate District, the Board may appoint a Voting Delegate or alternate Voting Delegate to represent such Delegate District until a successor is elected.

Subject to the above quorum requirement, in any election of Voting Delegates the candidate who receives the greatest number of votes shall be elected as the Voting Delegate and the candidate receiving the next greatest number of votes shall be elected as the alternate Voting Delegate. In the event of a tie vote among the leading candidates, the Voting Delegate shall be determined by drawing names from a hat, with the first person drawn being the Voting Delegate and the second being the alternate Voting Delegate. The Voting Delegate and the alternate Voting Delegate shall serve a term of one year or until their successors are elected, whichever is longer.

Any Voting Delegate may be removed, with or without cause, upon the vote or written petition of Owner Members representing a majority of the total number of Units in the Delegate District that the Voting Delegate represents.

2.8. Proxies.

Voting Delegates may not vote by proxy but only in person or through their designated alternates; however, any Voting Delegate who is entitled to cast only the vote(s) for his or her own Unit(s) pursuant to the Charter may cast such vote(s) in person or by proxy until such time as the Board first calls for election of a Voting Delegate to represent the Delegate District of which the Unit is a part. Likewise, if a Member is entitled personally to cast the vote for his or her Unit on any matter, he or she may vote in person or by

proxy, subject to the limitations of Florida law and subject to any specific provision to the contrary in the Charter or these By-Laws.

Every proxy shall be in writing, shall identify the Unit for which it is given, shall be signed by the Member or the Member's duly authorized attorney-in-fact, and shall be dated and filed with the Association's Secretary prior to the meeting for which it is to be effective. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable and shall automatically cease upon: (a) conveyance of any Unit for which it was given, (b) the secretary's receipt of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is an individual given to the person presiding over a meeting of the Association, (c) attendance in person of the Person granting the proxy at any meeting for which the proxy may otherwise be used, or (d) 90 days from the meeting date for which the proxy was originally given, unless the proxy specifies a shorter period.

2.9. Quorum.

Except as these By-Laws or the Charter otherwise provide, the presence of Voting Delegates representing 30% of the total votes in the Association shall constitute a quorum at all Association meetings and the vote of Voting Delegates representing a majority of the total eligible votes cast shall constitute the action of the Voting Delegates.

2.10. Conduct of Meetings.

The President or other Board designee shall preside over all Association meetings. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minute books. At any meeting of the membership, a Member shall have the right to speak for at least three minutes on any item properly before the meeting. The Board may adopt reasonable written Rules governing the frequency, duration, and other manner of member statements consistent with Florida Statutes §720.306(6).

2.11. Action Without a Meeting.

Any action required or permitted by the Charter, the Articles, or Florida law to be taken at a meeting of the Members or Voting Delegates may be taken without a meeting, without prior notice, and without a vote if approved by Members or Voting Delegates representing at least the minimum number of votes in the Association necessary to authorize such action at a meeting, if all Members or Voting Delegates entitled to vote were present and voted. Such approval shall be evidenced by one or more written consents specifically authorizing the proposed action, dated and signed by Members or Voting Delegates holding the requisite votes.

The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members or Voting Delegates eligible to vote, in order for any action authorized pursuant to this section to be valid. Members or Voting Delegates shall sign, date, and deliver such consents to the Association within 90 days after the Association's receipt of the earliest dated consent. The Association's Secretary shall file (or cause to be filed) such consents with the Association's

minutes, and the consents shall have the same force and effect as a vote of the Members or Voting Delegates at a meeting. Within 30 days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their written consent, fairly summarizing the material features of the authorized action. Nothing in this Section shall authorize action without the approval of such persons or entities whose approval is specifically required for such action under the Governing Documents.

Article 3 Board of Directors: Selection, Meetings, Powers

A. Composition and Selection.

3.1. Governing Body; Qualifications.

The Board comprised of directors selected pursuant to Section 3.3, 3.4, and 3.5 shall govern the Association's affairs. Each such director shall be a Member or resident of the Community. A director who is not an Owner must be at least 18 years old. If an Owner is not an individual, any officer, director, partner, or trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Association signed by the Owner specifies otherwise. No more than one Owner or resident of a particular Unit may serve on the Board at a time; however, this shall not apply to directors the Founder Member appoints. In addition to the directors selected pursuant to Sections 3.3, 3.4, and 3.5, the ISD may appoint a representative to serve as an *ex officio* member of the Board. Such ISD representative shall be entitled to notice of and may attend Board meetings and participate in discussions at such meetings, but shall not be entitled to vote and his or her presence shall not be required to constitute a quorum.

An Owner or resident of any Unit on which assessments, fines, or other charges owed to the Association are past due on the day he or she could last be nominated for the Board is not eligible to seek election to the Board. A person who has been convicted of any felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony under Florida law, is not eligible to serve as a director unless such person's civil rights have been restored for at least five years as of the date on which such person seeks election to the Board. Any director who becomes, or whose Unit becomes, more than 90 days past due in the payment of any assessment, fine, or other charge due to the Association shall be deemed to have vacated his or her seat on the Board in accordance with Florida Statutes §720.306(9)(b), such vacancy to be filled in accordance with Section 3.5. The validity of any Board action is not affected if it is later determined that a director was ineligible to serve at the time of such action was approved.

3.2. Number of Directors.

The Board shall consist of three to seven directors, as provided in Section 3.3.

3.3. Selection of Directors; Term of Office.

(a) *Initial Board.* The initial Board shall consist of the three directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this Section.

(b) Directors During Founder Control Period. Except as otherwise provided in this subsection, the Founder Member may appoint, remove, and replace at least a majority of the Board members until termination of the Founder Control Period. During such period, the Voting Delegates shall be entitled to elect a minority of the total number of directors according to the following schedule (directors elected by the Voting Delegates are referred to as "Owner Directors"):

(i) Not later than 90 days after the time that Owners other than the Founder, Founder Affiliates, or Builders own 25% of the maximum number of Units permitted by the applicable zoning for the property described in the Development Plan or whenever the Founder earlier determines, the President shall call for an election by which the Voting Delegates, as a group, shall be entitled to elect one of the three directors. The remaining directors shall be appointees of the Founder. The Owner Director shall be elected for a term of two years or until the happening of the event described in Section 3.3(b)(ii), whichever is shorter. If such director's term expires prior to the happening of the event described in Section 3.3(b)(ii), a successor shall be elected for a like term.

(ii) Not later than 90 days after the time that Owners other than the Founder, Founder Affiliates, or Builders own 50% of the maximum number of Units permitted by the applicable zoning for the property described in the Development Plan or whenever the Founder earlier determines, the Board shall be increased to five directors and the President shall call for an election by which the Voting Delegates, as a group, shall be entitled to elect two of the five directors. The Founder shall appoint the remaining three directors. The Owner Directors shall be elected for a term of two years or until the happening of the event described in Section 3.3(c)(i), whichever is shorter. If such directors' terms expire prior to the happening of the event described in Section 3.3(c)(i), successors shall be elected for a like term.

(c) Directors After the Founder Control Period.

(i) Not later than termination of the Founder Control Period, the Board shall be increased to seven directors. The President shall call for an election by which the Voting Delegates shall be entitled to elect six directors. Three directors shall be elected to serve until the second annual meeting following their election, and three directors shall be elected to serve until the third annual meeting following their election, as such directors determine among themselves.

(ii) The Founder shall be entitled to appoint, remove, and replace the seventh director until it ceases to hold for sale in the ordinary course of business property upon which at least 5% of the total number of dwelling units permitted by the Development Plan have been or may be constructed, at which time the director appointed by the Founder shall resign. The remaining directors shall be entitled to appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates, voting at large, shall be entitled to elect a successor who shall be elected for a term of two years.

(iii) Upon expiration of the term of office of each Owner Director after termination of the Founder Control Period, the Voting Delegates entitled to elect such director shall be entitled to elect a successor to serve a term of two years. Owner Directors shall hold office until their respective successors have been elected. Directors may serve any number of consecutive terms.

The diagram below illustrates the concept of transition of control of the Board during and after the Founder Control Period.

TRANSITION OF CONTROL OF BOARD OF DIRECTORS				
Initial Board	25% of Total Units Conveyed	50% of Total Units Conveyed	Termination of Founder Control Period	Termination of Founder's Appointment Rights
Founder	Owner Director	Owner Director	Owner Director	Owner Director
Founder	Founder	Owner Director	Owner Director	Owner Director
Founder	Founder	Founder	Owner Director	Owner Director
		Founder	Owner Director	Owner Director
		Founder	Owner Director	Owner Director
			Owner Director	Owner Director
			Founder	Owner Director

3.4. Nomination and Election Procedures.

(a) *Nominations and Declarations of Candidacy.* Prior to each election of directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which every eligible person who has an interest in serving as a director may file as a candidate for any Owner Director position.

The Board also may appoint a Nominating Committee to make nominations for election to the Board. A Nominating Committee, if appointed, shall consist of a chairperson, who shall be a Board member, and three or more Owners or representatives of Owners. Any Nominating Committee shall serve until the close of the election for which they were appointed. The names of the Nominating Committee members shall be announced in the notice of each election.

In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of positions to be filled by the Voting Delegates at such election. In making its nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity that exists within the pool of potential candidates.

In the Board's discretion, nominations may also be permitted from the floor at any meeting at which an election is held. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Delegates and to solicit votes.

(b) *Election Procedures.* If the number of candidates nominated within the nomination period established by the Board is equal to or less than the number of vacancies to be filled, then those candidates shall be deemed elected without the necessity of a vote by the Voting Delegates. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held. At each election, voting shall be by written or electronic ballot. Each Voting Delegate may cast all votes assigned to the Units it represents for each position to be filled from any slate of candidates on which such Voting Delegate is entitled to vote.

In the event of a tie vote on any slate, the Voting Delegates entitled to vote on such slate shall be informed of the tie vote and given the opportunity to discuss the candidates among themselves in an effort to resolve the tie before another vote is taken. If the second vote again results in a tie, then the Board shall call for election of the director(s) from such slate by the Owners represented by such Voting Delegates. Such

election shall be held by mail, with ballots to be sent by first class mail to each Owner entitled to vote on such slate within 10 days after the meeting at which the original election was held.

So long as required by Florida Statutes §720.306(9), any election dispute between a Member and the Association shall be resolved either by (i) mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation or (ii) filing suit with a court of competent jurisdiction. Any challenge to the election process must be commenced within 60 days after the election results are announced.

3.5. Removal of Directors and Vacancies.

Any Owner Director may be removed, with or without cause, by written agreement signed, by written ballots cast without a membership meeting, or by a vote taken at a meeting, by Voting Delegates holding a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Any effort by Voting Delegates to recall or remove a director shall be conducted, and any vacancy thus created shall be filled, in accordance with the procedures set forth in Florida Statutes §720.303.

At any meeting at which a quorum is present, a majority of the directors may remove any Owner Director who has three consecutive unexcused absences from Board meetings or who is more than 30 days delinquent (or resides in a Unit owned by an Owner who is so delinquent) in the payment of any assessment or other charge due the Association. In addition, a director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall be removed from office as provided in Florida Statutes §720.3033(4). The Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability, or resignation of an Owner Director, a majority of the remaining directors (or the sole remaining director, if only one) may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Voting Delegates entitled to fill such directorship shall elect a successor for the remainder of the term. Alternatively, the Board may call for an election to fill the vacancy for the remainder of the term.

This Section shall not apply to directors the Founder appoints. The Founder may appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Founder.

B. Meetings.

3.6. Organizational Meetings.

The Board shall hold an organizational meeting within 10 days following each annual Association meeting, at such time and place as the Board shall fix.

3.7. Regular Meetings.

The Board shall hold regular meetings at such time and place as a majority of the directors shall determine, but the Board shall meet at least four times during each fiscal year with at least one meeting per quarter. The organizational meeting held pursuant to Section 3.6 shall be considered a regular meeting. At the

first regular Board meeting, excluding the organizational meeting, following the annual meeting of the membership, the Board shall (i) consider the desirability of filing a notice or notices as necessary to preserve the covenants or restrictions affecting the Community from extinguishment under the Marketable Record Title Act, Florida Statutes Chapter 712, and (ii) if determined appropriate, authorize and direct the President or Secretary to file notice in accordance with Florida Statutes §720.3032.

3.8. Special Meetings.

The President, Vice President, or any two directors may call a special meeting of the Board.

3.9. Notice; Waiver of Notice.

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); or (iv) facsimile, electronic mail, or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Association's records. Notices sent by first class mail shall be deposited into a United States mailbox at least seven business days before the time set for the meeting. Except for emergency meetings, notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting.

(b) Except for emergency meetings, notice of the time and place of any Board meeting shall be mailed or delivered to each Member at least seven days before the meeting or, in the alternative, (i) posted in a conspicuous place within the Community at least 48 hours in advance of the meeting; (ii) broadcast (with the agenda for the meeting) on closed-circuit cable television serving the Association at least four times per broadcast hour during the 48 hours prior to the meeting, each time for a sufficient period to permit an average reader to observe, read and comprehend the entire content of the notice and agenda; (iii) published in a Community publication mailed to each Member at least seven days in advance of the meeting; (iv) conspicuously posted for at least 48 hours in advance of the meeting on a website utilized by the Association for Association business, the address of which has been regularly identified in a Community publication or other form of notice to the Members, with electronic notice of the meeting and a hyperlink to the website also sent to every Member who has consented in writing to receive notice by electronic transmission and provided an email address to the Association for such purpose; or (v) in the case of regularly scheduled Board meetings, provided on a schedule distributed to the Members at least 7 days prior to the first meeting on such schedule. Notwithstanding the foregoing, written notice of any meeting at which special assessments, amendments to rules regarding use of Units, or any agenda item petitioned for by the Members pursuant to Section 2.3(d) will be considered must be mailed, delivered, or electronically transmitted to each Member and either posted conspicuously in the Community or broadcast at least four times per broadcast hour on closed-circuit television as provided above, not less than 14 days before the meeting. Notice may be transmitted electronically only to those Members who have consented in writing to receive notice by electronic transmission, and then only in a manner authorized by law.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present, and (ii) either

before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(d) Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

3.10. Remote Participation in Meetings.

Members of the Board or any committee designated by the Board may participate in a Board or committee meeting by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other speak during the meeting. Participation in this manner shall constitute presence at the meeting for all purposes.

3.11. Quorum of Board and Voting.

At all Board meetings, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the Board's decision, unless Florida law, these By-Laws, or the Charter specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

Each director shall have one equal vote, except that any *ex officio* director appointed by the ISD shall not be entitled to vote. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

3.12. Conduct of Meetings.

The President shall preside over all Board meetings; provided, in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall cause to be kept a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. 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. Members may tape record or videotape Board meetings subject to reasonable rules the Board imposes.

3.13. Open Meetings; Executive Session.

- (a) All meetings of the Board must be open to all Members except for:
 - (i) meetings of the Board held for the purpose of discussing personnel matters;

(ii) meetings between the Board or a committee and the Association's attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; and

(iii) meetings to discuss such other matters, if any, as Florida Statutes §720.303 may permit to be held in a meeting that is not open to the Members.

(b) If Members entitled to cast at least 20% of the total votes in the Association petition the Board in writing to address a particular item of business at a Board meeting, the Board shall place the petitioned item of business on its agenda at its next regular Board meeting or at a special meeting of the Board, which shall be held within 60 days after the receipt of the petition. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

(c) At any Board meeting required to be open to the Members under subsection (a), Members shall have the right to speak on any agenda item, and shall have the right to speak for at least three minutes on any matter placed on the agenda by petition of the Members pursuant to subsection (b), provided that the Member submits a written request to speak on such matter prior to the Board meeting or signs a sign-up sheet, if one has been provided. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration, and other manner of Member statements, which rules must be consistent with this Section 3.13 and may include a sign-up sheet for members wishing to speak.

3.14. Action Without a Formal Meeting.

Any action to be taken or that may be taken at a Board meeting may be taken without a meeting if all directors sign a written consent, setting forth the action so taken. Such consent shall have the same force and effect as a unanimous vote. Members of the Board of administration may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

C. Powers and Duties.

3.15. Powers.

The Board shall have all of the powers necessary to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those that the Governing Documents or Florida law require to be done and exercised exclusively by the Voting Delegates or the membership generally.

Notwithstanding anything to the contrary in these By-Laws, in the event of damage caused by an event for which a state of emergency is declared pursuant to Florida or federal authority in an area which encompasses all or part of the Community, the Board may, but is not required to, exercise any of the emergency powers authorized in Florida Statutes §720.316, during such period of time as is reasonably necessary to protect the health, safety and welfare of the Association, the Owners, occupants, and tenants of Units, their guests, agents, and invitees, or to mitigate damage, injury, or contagion or make emergency repairs. Such powers shall include, without limitation, the power to:

(a) Implement a disaster or emergency plan before, during or following the event for which a state of emergency is declared, which may include, but is not limited to, evacuating and closing Common Areas, shutting off utilities to any portion of the Common Areas, and suspending any services which the Association provides to the Common Areas or Units;

(b) Enter into agreements with any federal, state, or local government to assist with debris removal from any portion of the Community;

(c) Levy Special Assessments without a vote of the Voting Delegates; and

(d) Borrow money and pledge Association assets as collateral to fund emergency repairs and carry out the duties of the Association if operating funds are insufficient, without the necessity of complying with Section 7.5 of these By-Laws.

3.16. Duties.

The Board's duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Charter, an annual budget establishing each Owner's share of the Common Expenses and any Service Area Expenses;

(b) levying and collecting assessments and Environmental Stewardship Fees from the Owners;

(c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;

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

(e) opening bank accounts on the Association's behalf and designating the signatories required;

(f) depositing all funds received on the Association's behalf in a bank depository which the Board shall approve, and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Governing Documents. Such contracts shall be in writing and the Association shall obtain competitive bids if required by the Act;

(h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Charter;

(i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Charter, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the Association;

(k) keeping a detailed accounting of the Association's receipts and expenditures;

(l) making available to any prospective purchaser of a Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Article 9;

(m) indemnifying a director, officer, employee, or committee member or former director, officer, employee, or committee member to the extent such indemnity is required by these By-Laws; and

(n) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Florida Statutes §720.303(4).

3.17. Conflicts of Interest.

Unless otherwise approved by a majority of the other directors, no Owner Director may transact business with the Association or any Association contractor during his or her term as director. A director shall promptly disclose in writing to the Board any actual or potential conflict of interest affecting the directors relative to his or her performance as a director. A director's failure to make such disclosure shall be grounds for removal by a majority vote of the other Board members.

Notwithstanding the above, directors appointed by the Founder may be employed by or otherwise transact business with the Founder or its affiliate, and the Founder may transact business with the Association or its contractors.

Article 4 Officers

4.1. Officers.

The Association's officers shall be a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

4.2. Election and Term of Office.

The initial officers of the Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof and shall serve until the Association's second annual meeting. Thereafter, the Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Association or by unanimous written consent in lieu thereof, to serve until their successors are elected. Officers may not hold the same office for more than two consecutive terms.

4.3. Removal and Vacancies.

The Board may remove any officer, by a vote of at least 2/3 of the directors, whenever in its judgment the Association's best interests will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4.4. Powers and Duties.

The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Charter, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

4.5. Resignation.

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

Article 5 Committees

5.1. General.

The Board may appoint such other committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution.

In an effort to encourage and incorporate a broad base of Owner and resident participation in community governance, it shall be the Association's policy that the Board create and delegate its responsibilities to committees as reasonably appropriate.

Committees shall exercise only such authority as granted by Board resolution, provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two consecutive two-year terms on the same committee.

5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three and no more than seven Owners who shall not be officers, directors, or employees of the Association or the spouse, parent, sibling, or child of any officer, director, or employee. Acting in accordance with the provisions of the Charter, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal

of the Association and shall conduct all hearings held pursuant to Article 8. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

5.3. Service Area Committees.

The Owners of Units within any Service Area that has no formal organizational structure or association may elect a Service Area Committee to determine the nature and extent of services, if any, that it desires to have the Association provide to the Service Area, over and above those services that the Association provides to all Units in the Community. A Service Area Committee, if elected, shall consist of three Owners of Units in the Service Area; however, if approved by the vote of at least 51% of the Owners of Units within the Service Area, the number may be increased to five.

Elections of Service Area Committees may be held by written ballot sent to all Owners of Units within the Service Area, or at a meeting of the Owners of Units within the Service Area, as the Board determines. The Board or any Owner of a Unit in the Service Area may nominate candidates for election to the Service Area Committee. That number of candidates equal to the number of positions to be filled receiving the most votes shall be elected. Service Area Committee members shall be elected for a term of one year or until their successors are elected. Any director elected to the Board from a Service Area shall be an *ex officio* member of the Service Area Committee. The members of the committee shall elect a chairperson from among themselves, who shall preside at committee meetings and shall be responsible for transmitting any and all communications to the Board.

Meetings of a Service Area Committee shall be open to all Owners of Units in the Service Area and their representatives.

Article 6 Standards of Conduct; Liability and Indemnification

6.1. Standards for Directors and Officers.

(a) The Board shall exercise its powers in a reasonable, fair, and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. In performing their duties, directors and officers shall act as fiduciaries and shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in a manner that the director or officer reasonably believes in good faith to be in, or not opposed to, the best interests of the Association and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under Florida law.

(b) An officer, director or manager of the Association may not solicit, offer to accept, or accept any good, services, or other thing of value for themselves or immediate family members from any person providing or proposing to provide goods or services to the Association, except to the extent that such officer, director, or manager has personally given consideration for such goods, services, or other thing of value, and except for such nominal gifts as specifically authorized by Florida Statutes §720.3033.

6.2. Liability.

A director or officer of the Association shall be insulated from liability to the same extent that liability of directors of corporations is limited under Florida law and the Articles. The Association's officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, or for any action taken or omitted in such capacities, unless they have breached or failed to perform their duties under Section 6.1. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on the Association's behalf (except to the extent that such officers or directors may also be Members).

6.3. Indemnification.

Subject to the limitations of Florida law, the Association shall indemnify every officer, director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, employee, or committee member, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful.

Notwithstanding the foregoing, the Association shall have no obligation to indemnify any individual against liability or expenses incurred in connection with a proceeding:

(a) brought by or in the right of the Association, although it may reimburse the individual for reasonable expenses incurred in connection with the proceeding if it is determined, by the court or in the manner provided above, that the individual met the relevant standard of conduct under Florida law; or

(b) to the extent that the individual is adjudged liable for conduct that constitutes:

- (i) intentional misconduct or knowing violation of the law;
- (ii) an unlawful distribution to members, directors, or officers; or
- (iii) receipt of an improper personal benefit.

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

6.4. Advancement of Expenses.

In accordance with the procedures and subject to the conditions and limitations set forth in Florida law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director, employee, or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member.

6.5. Board and Officer Training and Certification.

(a) Within 90 days after election or appointment to the Board, each director shall certify in writing to the Secretary of the Association that (i) he or she has read the Charter, Articles, By-Laws, and Rules and policies of the Association, (ii) he or she will work to uphold such documents and policies to the best of his or her ability; and (iii) that he or she will faithfully discharge his or her fiduciary responsibilities to the Members. Alternatively, the director may provide a certificate of satisfactory completion, within one year prior to or 90 days after the date of election or appointment, of an education curriculum meeting the requirements of Florida Statutes §720.3033. A director who does not timely file the certification or education certificate shall be suspended from the Board until he or she complies with this requirement and the Board may temporarily fill the vacancy during the period of suspension. The Board shall retain a copy of each certification and educational certificate for a period of 5 years after the director's election.

(b) The Board may, as a Common Expense, conduct or provide for seminars and continuing educational opportunities designed to educate and inform its officers and directors of their responsibilities as officers and directors. The Board may retain industry professionals, which may include property managers, attorneys, and accountants, as appropriate or necessary for such purpose. The Board also may provide, or provide for, Owner and resident education designed to foster a better understanding of the Community's governance and operations and provide leadership training.

Article 7 Management and Accounting

7.1. Compensation of Directors and Officers.

Directors, officers, or committee members may not directly receive any salary or compensation from the Association for the performance of their duties as a director, officer or committee member and may not in any other way benefit financially from service to the Association, except as specifically authorized by Florida Statutes §720.303(12) and §720.3033(3). The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association. However, such director must make known his or her interest to the Board prior to entering into such contract, and a majority of the Board, excluding any interested director, must approve such contract.

7.2. Right of Founder Member to Disapprove Actions.

So long as there is a Founder Membership, the Founder Member shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in the Founder Member's sole judgment, would tend to impair rights of the Founder or Builders under the Charter or these By-Laws, interfere with development or construction of any portion of the Community, or diminish the level of services the Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met.

(a) *Notice.* The Association shall give the Founder Member written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address the Founder Member has registered with the Association. Such notice shall comply as to Board meetings with Section 3.9, and shall, except in the case of regular Board meetings pursuant to these By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) *Opportunity to be Heard.* At any such meeting, the Association shall give the Founder Member the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program that would be subject to the right of disapproval set forth herein.

The Founder Member, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. The Founder Member, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action.

The Founder Member may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Association. The Founder Member shall not use its right to disapprove to reduce the level of services the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

7.3. Managing Agent.

The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in Section 3.16. The Board may employ the Founder or its affiliate as managing agent or manager.

The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Board meetings.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Founder Control Period unless such contract contains a right of termination that may be exercised by the Association, with or without cause and without penalty, at any time after termination of the Founder Control Period upon not more than 90 days' written notice.

The managing agent shall not accept remuneration from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association. The managing agent shall promptly disclose to the Board any financial or other interest that it may have in any firm providing goods or services to the Association.

7.4. Accounts and Reports.

(a) The Board shall follow the following accounting standards unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

- (i) accounting and controls should conform to generally accepted accounting principles; and
- (ii) the Association's cash accounts shall not be commingled with any other accounts, and during the Founder Control Period, operating accounts shall not be commingled with reserve accounts;

(b) Commencing at the end of the quarter in which the first Unit is sold and closed, the following financial reports shall be prepared for the Association within 120 days after the end of each quarter:

- (i) an income statement reflecting all income and expense activity for the preceding period;
- (ii) a statement reflecting all cash receipts and disbursements for the preceding period;
- (iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying any assessments at the time of the report (any assessment or installment thereof shall be considered to be delinquent on the 15th day following the due date unless the Board specifies otherwise by resolution). A copy of the quarterly financial report shall be made available at no charge to any Member requesting a copy.

(c) Annually, within 120 days after the close of the Association's fiscal year, the Association shall prepare or cause to be prepared the following financial reports, as applicable:

- (i) a report of cash receipts and expenditures disclosing the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications, including, but not limited to, the following, as applicable: costs for security, professional, and management fees and expenses; taxes, costs for recreation facilities, expenses for refuse collection and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves if maintained by the Association; and
- (ii) for any fiscal year in which the Association has total annual revenues of \$150,000 or more, a complete set of financial statements, prepared in accordance with generally accepted accounting principles, based upon the Association's total annual revenues, as follows:

A. compiled financial statements, for any fiscal year in which the Association has total annual revenues of \$150,000 or more, but less than \$300,000;

B. reviewed financial statements, for any fiscal year in which the Association has total annual revenues of at least \$300,000, but less than \$500,000; or

C. audited financial statements, for any fiscal year in which the Association has total annual revenues of \$500,000 or more;

provided, upon resolution approved by Members entitled to cast a majority of the votes represented at a properly called meeting of the Association, the Association shall be relieved of its duty to provide financial statements otherwise required under this subsection (c)(ii), except to the extent that such resolution directs the Association to provide a lower level of financial reporting than otherwise required by this subsection (c)(ii). In the event that Florida Statutes §720.303(7)) is amended to change the dollar ranges for preparation of compiled, reviewed or audited financial statements, then the dollar ranges set forth in clauses A., B., and C., above shall be deemed amended to conform to Florida Statutes §720.303(7)(a).

(d) If 20% of the Members petition the Board for a level of financial reporting higher than that required by subsection (c), the Board shall duly notice and hold a meeting of Members within 30 days of receipt of the petition for the purpose of voting on raising the level of reporting for that fiscal year. Upon resolution approved by Members entitled to cast a majority of the total votes in the Association, the Board shall cause the higher level of financial statements to be prepared as directed by such resolution within 90 days of the meeting or the end of the fiscal year, whichever occurs later. The Board shall amend the budget or adopt a special assessment as necessary to pay for the financial report, regardless of any provision to the contrary in the Governing Documents.

(e) Within 120 days after end of the Association's fiscal year or within 21 days following completion of the required financial reports, whichever is earlier, the Association shall mail or personally deliver to each Member a copy of the financial report required under subsection (c)(i) and shall provide each Member with either (i) a copy of any financial report required under subsection (c)(ii) or (d), or (ii) written notice that a copy of such financial report is available upon request at no charge to the Member, which report shall then be provided to a Member or its authorized agent within 10 business days following the Member's written request.

7.5. Borrowing.

The Association shall have the power to borrow money for any legal purpose. However, the Board shall obtain Voting Delegate approval in the same manner provided in the Charter for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year.

7.6. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, any Neighborhood Association, and other owners or residents associations within and outside the Community.

7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All Association agreements, contracts, deeds, leases, checks, and other instruments shall be executed by at least two officers or by such other person or persons as the Board may designate by resolution. Any contract or other transaction between the Association and any of its directors or officers, or with any entity in which a director or officer has a financial interest, shall require approval by an affirmative vote of two-thirds (2/3) of the directors present and compliance with the requirements of Florida Statutes §617.0832 and shall be subject to veto by the members in accordance with Florida Statutes §720.3033(1)(c). The disclosures required by Florida Statutes §617.0832 shall be entered in the minutes of the meeting at which such contract or other transaction is approved.

Article 8 Enforcement Procedures

The Association shall have the power, as provided in the Charter, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Charter or Florida Statutes §720.305, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator (and, if the alleged violator is not an Owner, also the Owner of the Unit of which the alleged violator is an occupant, licensee or invitee), with written notice (a) describing the nature of the alleged violation, (b) describing the proposed sanction(s) to be imposed, (c) stating that the alleged violator shall have 14 days to present a written request for a hearing before the Covenants Committee appointed pursuant to Article 5; and (d) stating that the proposed sanction maybe imposed as contained in the notice unless a hearing is requested within 14 days of the notice.

The alleged violator shall respond to the notice of the alleged violation in writing within such 14-day period, regardless of whether the alleged violator is challenging the imposition of the proposed sanction. If the alleged violator cures the alleged violation and notifies the Board in writing within such 14-day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. If a timely request for a hearing is not made, the sanction stated in the notice shall be imposed, except that: (a) a fine or suspension of rights to use Common Areas may not be imposed unless approved by a majority vote of the Covenants Committee, except in the case of a fine or suspension approved the Board at a properly noticed Board meeting due to the Owner being more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the Association; and (b) the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period.

Prior to the effectiveness of sanctions imposed pursuant to this Article, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.

8.2. Hearing.

If a hearing is requested within the allotted 14-day period, the hearing shall be held before the Covenants Committee. The alleged violator shall be afforded a reasonable opportunity to be heard. The minutes of the meetings of the Covenants Committee shall contain a written statement of the results of the hearing (*i.e.*, the Committee's decision) and the sanction, if any, to be imposed. The role of the Covenants Committee shall be limited to determining whether to confirm or reject the sanction imposed by the Board. Promptly after the hearing, the Association shall give notice, by mail or hand delivery, to the violator describing any sanction imposed and, if the violator is not an Owner, to the Owner of the Unit in which the violator is an occupant, licensee, or invitee. Any fine imposed shall be due five days after notice of the approved fine is provided.

8.3. Appeal.

If, following a hearing before the Covenants Committee, a sanction is imposed, the violator shall have the right to appeal the decision to the Board. To exercise this right, the violator must deliver a written notice of appeal to the Association's manager, President, or Secretary within 14 days after the hearing date.

Article 9 Miscellaneous

9.1. Fiscal Year.

The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year by resolution.

9.2. Conflicts.

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

9.3. Books and Records.

(a) *Turnover of Books and Records.* Within 90 days after termination of the Founder Control Period, the Founder shall deliver to the Association all property and other items required by Florida Statutes §720.307.

(b) *Inspection by Members and Mortgagees.* Except to the extent that Florida law permits the Association to restrict access to certain types of records, the Association's official records shall be maintained within the State of Florida for at least 7 years and shall be made available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Unit, any Member, or the duly appointed representative of any of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in a Unit. The official records shall include: the Governing Documents; a current roster of all members, identifying their Units, their mailing addresses and, if they have consented to receive notice sent by electronic transmission, their email addresses or facsimile numbers; copies of Association insurance policies for the previous seven years; copies of all contracts to which the Association is a party; copies of all bids received by the Association in the previous 12 months for work to be performed for the Association; financial

and accounting records, as described in Florida Statutes §720.303(4)(j), for at least the previous seven years; the minutes of meetings of the Members, the Board, and committees during the previous seven years; ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to any election or other vote by the Members and Owners within the preceding 12 months; a copy of the disclosure statement described in Florida Statutes §720.401(1); affirmative acknowledgments of Members as to any change in method of delivery of the Association's invoice for assessments or statement of account; and any other records relating to the operation of the Association as required by Florida law. The Board shall provide for such inspection to take place within 45 miles of the Community within 10 business days (excluding holidays) after receipt of a written request for access submitted to the Association by certified mail, return receipt requested. The Board may comply with this Section by making the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed on request. A Member or the Member's authorized representative may use a portable scanning device or similar technology to make an electronic copy of records which the Member would otherwise be entitled to copy hereunder.

Notwithstanding the above, the following Association records shall not be made available for inspection or copying:

(i) Any record protected by the attorney-client privilege as described in Florida Statutes §90.502 or the work-product privilege, including, but not limited to, any record prepared by or at the direction of the Association's attorney and subject to exclusion under Florida Statutes §720.303(5)(c);

(ii) Information obtained in connection with guest visits to any resident of a gated portion of the Community;

(iii) Personnel records of the Association's or its management agent's employees, including but not limited to disciplinary, payroll, health, and insurance records (other than employment contracts or budgetary or financial records indicating compensation paid to an Association or management company employee, which shall not be considered "personnel records");

(iv) Medical records of Owners or community residents;

(v) Social Security numbers, driver license numbers, credit card numbers, electronic mail addresses, telephone numbers, emergency contact information, any address of an Owner other than that provided for Association notices, and other personal identifying information of any person other than the person's name, Unit identification and address, and mailing address for Association notices;

(vi) Any passwords or other electronic security measure that is used by the Association to safeguard data;

(vii) Any software and operating system used by the Association which allows the manipulation of data, even if the person inspecting the records owns a copy of the same software; or

(viii) Any affirmative acknowledgments of Members as to any change in method of delivery of the Association's invoice for assessments or statement of account.

(c) *Rules for Inspection.* The Board may adopt reasonable written rules governing the frequency, time, location, notice, scope, and manner of inspections but may not require that an Owner state or

demonstrate any proper purpose for the inspection or state any reason for the inspection, and may not limit an Owner's right to inspect records to less than one 8-hour business day per month. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure availability to Members and prospective Members. The Board may establish fees to cover the costs of having personnel retrieve and copy the official records, subject to the limitations of Florida Statutes §720.303.

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

(e) Additional Information. Neither the Association nor any authorized agent thereof shall be required to provide a prospective purchaser or lienholder with information about the Community or the Association except as required by Florida Statutes §720.301, *et seq.*, or other applicable provisions of the Florida Statutes. If, upon request of the current Owner, the Association elects to provide information which is not required by law to be provided or disclosed, it may charge a reasonable fee to the current Owner for providing good faith responses to requests such for information, such fee not to exceed the amount set forth in Florida Statutes §720.303, as it may be amended, plus the reasonable cost of photocopying and any attorneys' fees incurred by the Association in connection with such response.

9.4. Notices.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the Charter or these By-Laws or by Florida law, all notices, demands, bills, statements, or other communications under the Charter or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with written confirmation of transmission, except that electronic transmission shall not be permitted in the case of notice of a challenge to an amendment under Section 9.5 or notice of a meeting to recall one or more directors or otherwise when notice by electronic transmission is prohibited by the Act.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member or Voting Delegate, at the address, telephone facsimile number, or e-mail address that the Member or Voting Delegate has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member or Voting Delegate;

(ii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent or at such other address as the Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to the Founder, at the Founder's principal address as it appears on the Department of State's records, or at such other address as the Founder shall designate by notice in writing to the Association pursuant to this Section.

(c) Effective Date. Notice sent in accordance with Section 9.4(a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the U.S. Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by telephone facsimile or electronic mail, upon transmission, as evidenced by a printed confirmation of transmission.

9.5. Amendment.

(a) *By Founder Member.* Until termination of the Founder Control Period, the Founder Member may unilaterally amend these By-Laws, except as provided in subsection (c).

(b) *By Membership Generally.* Except as provided above and in subsection (c), these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Voting Delegates representing 67% of the total votes in the Association, and the consent of the Founder Member, if such exists.

(c) *Validity and Effective Date of Amendments.* No amendment which purports to change the quorum requirement or percentage of votes necessary to take action under a specific clause shall be effective unless approved by at least that fraction or percentage of votes that would be required for action to be taken under that clause. Amendments to these By-Laws shall become effective upon recordation unless a later effective date is specified therein. A copy of any amendment, or if permitted by Florida Statutes §720.306(1)(b), notice of the recording thereof, shall be provided to the Members within 30 days after recording. Any procedural challenge to an amendment must be made within six months of its recordation, or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

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

597201/Resid/CADocs/ByL/041222/jps

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Babcock Ranch Residential Association, Inc., a Florida corporation not-for-profit;

That the foregoing By-Laws constitute the amended By-Laws of the Association, as duly adopted by the Founder Member pursuant to Section 9.5(a) thereof on the 14th day of April, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14th day of April, 2022.

[SEAL]

Secretary



EXHIBIT "F"

Use of Prescribed Burning as a Land Management Technique

Prescribed burning is one of the most extensively-applied habitat management practices in Florida and a necessary and integral part of land management activities on lands within the Babcock Ranch community, the adjacent Babcock Ranch Preserve and Lee County Conservation 20/20 Lands. Prescribed burns are essential to maintaining undeveloped land and mitigation areas. Well-managed natural areas provide abundant wildlife, beautiful scenery and open vistas for people to enjoy. Prescribed burns are performed under the control and supervision of a Florida Certified Burn Manager and benefit wildlife and people by:

- reducing risks of uncontrolled wildfires;
- removing dense undergrowth and recycling nutrients back into the soil, resulting in new growth of native plants which provides a nutritious food source and appropriate shelter for wildlife;
- eliminating overgrown vegetation, thereby reducing the amount of moisture that evaporates from plants into the air and allowing more water to soak into the ground to replenish Florida's aquifer (the source of our drinking water); and
- providing better conditions for recreational opportunities such as hiking, bicycling, and wildlife viewing by opening vistas and improving access to natural areas.

Many animals, including red-cockaded woodpeckers, bluebirds, fox squirrels, gopher tortoises and others must have forest openings and combinations of plants that thrive in regularly-burned habitats. Ground-nesting birds need the cover of low-growing vegetation resulting from frequent fires. Even frogs, salamanders and other wetland species need prescribed fire to maintain suitable areas for breeding. By using prescribed burns to manage the land, wildlife populations remain healthy and imperiled species have suitable habitat to recover.

Common concerns:

- Harm to wildlife – People worry about harm to wildlife by prescribed burns. However, the slow-moving flames of carefully planned burns generally allow animals time to find shelter or move away from the fire. Ultimately, the benefits of prescribed burns are believed to outweigh negative impacts to wildlife.
- Ash – Those living or working next to a Prescribed Burn Area may see ash during and after a prescribed burn. Although ash is annoying, it is not dangerous and is easily washed away.
- Smoke – Prescribed burns are conducted during weather conditions that minimize smoke impacts. Smoke plumes travel high into the air where they quickly dissipate, although the area may smell smoky for a day or two.

EXHIBIT "F"

Use of Prescribed Burning as a Land Management Technique (continued)

The State of Florida, through the Florida Forestry Services Department, performs prescribed burns on the 73,000-acre Babcock Ranch Preserve to the east of Babcock Ranch and on the 64,000-acre Cecil/Webb Wildlife Management Area to the west of Babcock Ranch. The Founder, the Babcock Ranch ISD, and Lee County may perform prescribed burns on property within or in the vicinity of the Babcock Ranch community, and Lee County may also perform prescribed burns on Conservation 20/20 lands adjacent to the Babcock Ranch community. Prescribed burns are an integral part of land management activities on public lands.

Adapted from the Florida Fish and Wildlife Conservation Commission Prescribed Fire educational materials, which can be found at <http://myfwc.com/wildlifehabitats/prescribed-fire/>.

STATE OF FLORIDA

COUNTY OF CHARLOTTE

Cross-Reference to Charter:
O.R. Book 4966, Page 1167

**SUPPLEMENT TO THE COMMUNITY CHARTER
FOR
BABCOCK RANCH RESIDENTIAL PROPERTIES**
(Hamlet I-Tucker's Cove)

THIS SUPPLEMENT to the Community Charter for Babcock Ranch Residential Properties ("Supplement") is made this 20th day of December, 2022, by Babcock Property Holdings, L.L.C., a Delaware limited liability company ("Founder").

WITNESSETH

WHEREAS, on July 22, 2016, Founder filed that certain Community Charter for Babcock Ranch Residential Properties, which was recorded as Instrument No. 2453865 in Official Records Book 4105, Page 15, *et seq.*, of the Public Records of Charlotte County, Florida ("Charlotte Public Records"), and which has been amended by that Amended and Restated Community Charter for Babcock Ranch Residential Properties recorded in the Charlotte Public Records on November 8, 2018 as Instrument No. 2660285 in Official Records Book 4377, Page 1001, *et seq.*, as amended by that instrument recorded in the Charlotte Public Records December 9, 2020 as Instrument No. 2880992 in Official Records Book 4674, Page 349, *et seq.*, and by that Second Amended and Restated Community Charter for Babcock Ranch Residential Properties recorded in the Charlotte Public Records on April 18, 2022 as Instrument No. 3089149 in Official Records Book 4966, Page 1167, *et seq.* and in the Public Records of Lee County, Florida on April 18, 2022 as Instrument No. 2022000129701 (as amended and supplemented, the "Charter"); and

WHEREAS, pursuant to the terms of Sections 17.1 and 17.3 of the Charter, the Founder may execute and record a Supplement to the Charter submitting to the terms of the Charter all or any portion of the additional property described in Exhibit "B" to the Charter (the "Expansion Property") and/or imposing additional covenants and easements on any property submitted thereby or previously submitted to the Charter, which Supplement may create exceptions to or otherwise modify the terms of the Charter as it

applies to property described in the Supplement in order to reflect the different character and intended use of such property; and

WHEREAS, pursuant to Sections 3.2 and 3.3 of the Charter, any Supplement may assign the real property described therein to one or more "Delegate Districts" (as defined in the Charter) for purposes of representative voting on matters presented for a vote of the membership of Babcock Ranch Residential Association, Inc. a Florida corporation not-for-profit ("**Association**" and sometimes, "**Community Association**") and to one or more "Service Areas" (as defined in the Charter) for purposes of receiving special benefits or services from the Association; and

WHEREAS, any Supplement shall be executed by the Founder and the Owner of the property described therein, if not the Founder;

WHEREAS, Founder is the owner of the real property described in Exhibit "A" attached hereto ("**Additional Property**"), which is a portion of the Expansion Property; and

WHEREAS, the Founder desires to submit the Additional Property to the Charter and the jurisdiction of the Association;

NOW, THEREFORE, pursuant to the powers retained by Founder under the Charter, Founder hereby subjects the Additional Property to the Charter and this Supplement, and declares that all of the Additional Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of the Charter and this Supplement, which shall run with the title to the Additional Property and shall be binding upon all persons having any right, title, or any interest in the Additional Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Supplement shall also be binding upon the Association in accordance with the terms of the Charter.

ARTICLE I

Definitions

The definitions set forth in the Charter are incorporated by reference in this Supplement.

ARTICLE II

Designation of Delegate Districts and Service Areas

Pursuant to Chapter 3 of the Charter, the Additional Property shall be assigned to that Delegate District (or those Delegate Districts) and to that Service Area (or those Service Areas), if any, designated on Exhibit "A" to this Supplement.

ARTICLE III

Additional Covenants, Restrictions and Easements

The additional covenants, restrictions and easements set forth in Exhibit "B" of this Supplement shall apply to the Additional Property except as specifically limited to certain portions of the Additional Property by Exhibit "B," and shall be binding upon the owners and occupants of Units within the Additional Property or specified portions thereof, their guests and invitees, in addition to the terms of the Charter.

ARTICLE IV
Amendment

4.1. By Founder.

Until termination of the Founder Control Period, the Founder may unilaterally amend this Supplement for any purpose, except that no such amendment by the Founder shall materially adversely affect the rights of the Parcel Developer (as defined in Exhibit "B") to subdivide, develop, use, market or sell the Additional Property or any portion thereof in a manner consistent with applicable governmental approvals, the Governing Documents, and this Supplement as it exists immediately prior to such amendment, unless the Person who is the Parcel Developer at the time of such amendment has joined in execution of such amendment to evidence its consent thereto. In addition, during the Development and Sale Period, the Founder may unilaterally amend this Supplement: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; (d) to satisfy the requirements of any local, state or federal governmental agency; (e) to submit additional property to the terms hereof, (f) to reflect the subdivision of the Additional Property and to reference any plats or revisions or amendments to any plats referenced on Exhibit "A" hereof; (g) to divide the Delegate District referenced in Exhibit "A" into more than one Delegate District and assign Units within the Additional Property to each; and (h) provided the amendment has no material adverse effect upon any right of any Owner without such Owner's consent in writing, for any other purpose.

4.2. By Owners.

Except as otherwise specifically provided above, this Supplement may be amended only by the affirmative vote or written consent, or any combination thereof, of:

(a) the Owner(s) of at least 67% of the total acreage within the Additional Property or Owners of at least 67% of the Units within the Additional Property; provided, if any portion of the Additional Property has been made subject to the jurisdiction of an Additional Association, then the approval of any such Additional Association, acting through its board of directors, shall be deemed the approval of all Owners of Units and acreage subject to the jurisdiction of such Additional Association and shall be evidenced by the execution of such amendment by at least two officers of the Additional Association, certifying that such board approval was obtained; and

(b) the written consent of the Founder during the Development and Sale Period, and thereafter the Association, acting through its board of directors.

Any required written consent of a Person or entity to an amendment hereunder shall be evidenced by their execution of the amendment.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

4.3. Validity and Effective Date.

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

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

Any amendment shall become effective upon recording, unless a later effective date is specified in the amendment. No action to challenge the validity of an amendment may be brought more than two years after its recordation. In no event shall a change of conditions or circumstances operate to amend any provisions of this Supplement.

[continued on next page]

IN WITNESS WHEREOF, the Founder has executed this Supplement by and through its authorized representatives on the date and year first above written.

FOUNDER:

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

By: Alfred P. DoughertyName: Alfred P. DoughertyIts: COO

Address: 42850 Crescent Loop, Suite 200
Babcock Ranch, FL 33982

Signed, sealed and delivered
in the presence of:

Kathleen E. Valentine
Print Name: Kathleen E. Valentine
Shelia Nicoloff
Print Name: Shelia Nicoloff

STATE OF FLORIDA

COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of December, 2022, by Alfred P. Dougherty as COO of BABCOCK PROPERTY HOLDINGS, L.L.C., a Delaware limited liability company, on behalf of such limited liability company. He/she is personally known to me and did not take an oath.

Given under my hand and official seal this 20th day of December, 2022

[SEAL]

Kathleen Ellen Valentine

Title: Notary Public

Serial Number, if any HH 024852My Commission Expires: 9/28/2024

This document was prepared by:
Jo Anne P. Stubblefield
HYATT & STUBBLEFIELD, P.C.
1979 Lakeside Parkway, Suite 250
Tucker, GA 30084



EXHIBIT "A"

Additional Property

ALL THAT TRACT OR PARCEL OF LAND lying and being in Sections 9, 10, 15, 16, 17, 20, & 21, Township 42 South, Range 26 East, Charlotte County, Florida, being more particularly described on Exhibit A-1 attached hereto.

Delegate District Designation:

The Units within the above-described Additional Property are hereby assigned to **Delegate District No. 24** for purpose of representative voting as described in the Charter (subject to division into more than one Delegate District as provided in Section 4.1).

Service Area Designation:

The Units within the above-described Additional Property are hereby assigned to **Service Area No. 13** for the purposes set forth in Section 3 of Exhibit "B" attached hereto.

EXHIBIT "A-1"

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 9, 10, 15, 16, 17, 20, & 21, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S.00°40'53"W., ALONG THE WEST LINE OF SAID SECTION, FOR 578.86 FEET; THENCE N.90°00'00"E., DEPARTING SAID LINE, FOR 11,701.49 FEET TO THE POINT OF BEGINNING; THENCE N.81°12'26"E., FOR 4,890.29 FEET TO A POINT ON THE EAST LINE OF PARCEL 1, AS RECORDED IN OFFICIAL RECORDS BOOK 3010, PAGE 105, PUBLIC RECORDS, CHARLOTTE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE FOR THE FOLLOWING THREE (3) COURSES: (1) S.21°59'06"E., FOR 1,728.23 FEET; (2) S.55°42'26"W., FOR 195.73 FEET; (3) S.22°47'49"W., FOR 834.21 FEET; THENCE N.62°41'24"W., DEPARTING SAID EAST LINE, FOR 185.38 FEET; THENCE N.52°06'41"W., FOR 185.38 FEET; THENCE N.84°40'38"W., FOR 187.27 FEET; THENCE S.66°49'51"W., FOR 170.19 FEET; THENCE S.89°20'31"W., FOR 244.78 FEET; THENCE S.59°51'52"W., FOR 366.72 FEET; THENCE S.32°37'07"W., FOR 96.45 FEET; THENCE S.08°08'05"W., FOR 211.33 FEET; THENCE ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 333.50 FEET, (DELTA 75°37'32") (CHORD BEARING S.40°49'55"E.), (CHORD 408.93 FEET) FOR 440.19 FEET; THENCE N.87°00'28"E., FOR 496.07 FEET; THENCE N.89°32'58"E., FOR 278.89 FEET TO THE SAID EAST LINE OF PARCEL 1; THENCE S.22°47'49"W., ALONG SAID EAST LINE, FOR 505.73 FEET; THENCE S.77°13'17"W., DEPARTING SAID EAST LINE, FOR 251.85 FEET; THENCE S.29°18'16"W., FOR 217.57 FEET; THENCE N.77°39'24"W., FOR 181.99 FEET; THENCE S.61°38'36"W., FOR 116.87 FEET; THENCE S.25°06'49"W., FOR 154.36 FEET; THENCE S.19°33'35"E., FOR 108.59 FEET; THENCE S.65°21'31"E., FOR 208.58 FEET; THENCE S.17°35'32"E., FOR 318.49 FEET TO THE SAID EAST LINE OF PARCEL 1; THENCE S.22°47'49"W., ALONG SAID EAST LINE, FOR 427.94 FEET; THENCE N.68°19'58"W., DEPARTING SAID EAST LINE, FOR 311.20 FEET; THENCE S.51°41'27"W., FOR 262.39 FEET; THENCE S.67°00'22"W., FOR 180.43 FEET; THENCE N.78°37'58"W., FOR 182.62 FEET; THENCE N.53°33'42"W., FOR 162.50 FEET; THENCE N.46°44'28"W., FOR 168.54 FEET; THENCE SOUTH 89°59'46" WEST, FOR 95.67 FEET; THENCE SOUTH 49°53'48" WEST, A DISTANCE OF 59.91 FEET; THENCE NORTH 40°06'12" WEST, A DISTANCE OF 32.83 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE WESTERLY 617.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 535.00 FEET, A CENTRAL ANGLE OF 66°07'26", (CHORD BEARING SOUTH 77°41'34" WEST, A DISTANCE OF 583.73 FEET); THENCE NORTH 69°14'44" WEST, A DISTANCE OF 496.39 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 268.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 345.00 FEET, A CENTRAL ANGLE OF 44°38'06", (CHORD BEARING SOUTH 88°26'14" WEST, A DISTANCE OF 262.02 FEET); THENCE SOUTH 66°07'11" WEST, A DISTANCE OF 330.71 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 189.61 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 22°52'18", (CHORD BEARING SOUTH 54°41'02" WEST, A DISTANCE OF 188.36 FEET); THENCE SOUTH 43°14'53" WEST, A DISTANCE OF 523.44 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 72.36 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A CENTRAL ANGLE OF 103°38'46", (CHORD BEARING SOUTH 62°35'50" EAST, A DISTANCE OF 62.89 FEET); THENCE SOUTH 10°46'27" EAST, A DISTANCE OF 223.55 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 14.39 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 16°29'25", (CHORD BEARING SOUTH 19°01'10" EAST, A DISTANCE OF 14.34 FEET); THENCE SOUTH 27°15'52" EAST, A DISTANCE OF 133.90 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 76.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00

EXHIBIT "A-1"

(continued)

FEET, A CENTRAL ANGLE OF 43°40'16", (CHORD BEARING SOUTH 05°25'44" EAST, A DISTANCE OF 74.39 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHERLY 991.85 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,249.45 FEET, A CENTRAL ANGLE OF 17°29'19", (CHORD BEARING SOUTH 22°09'33" WEST, A DISTANCE OF 988.00 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE SOUTHERLY 37.84 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 93.25 FEET, A CENTRAL ANGLE OF 23°15'00", (CHORD BEARING SOUTH 16°17'04" WEST, A DISTANCE OF 37.58 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHERLY 113.41 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 32°29'20", (CHORD BEARING SOUTH 20°54'14" WEST, A DISTANCE OF 111.89 FEET); THENCE SOUTH 37°08'54" WEST, A DISTANCE OF 38.11 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE WESTERLY 127.20 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 72°52'47", (CHORD BEARING SOUTH 73°35'18" WEST, A DISTANCE OF 118.80 FEET); THENCE SOUTH 06°29'05" EAST, A DISTANCE OF 121.68 FEET; THENCE SOUTH 83°30'55" WEST, A DISTANCE OF 13.09 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 22.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 52°34'24", (CHORD BEARING SOUTH 57°13'43" WEST, A DISTANCE OF 22.14 FEET) TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 92.76 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 117.00 FEET, A CENTRAL ANGLE OF 45°25'30", (CHORD BEARING SOUTH 53°39'16" WEST, A DISTANCE OF 90.35 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE SOUTHWESTERLY 50.28 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 52°22'37", (CHORD BEARING SOUTH 50°10'43" WEST, A DISTANCE OF 48.55 FEET); THENCE SOUTH 23°59'25" WEST, A DISTANCE OF 371.26 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 333.38 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 285.00 FEET, A CENTRAL ANGLE OF 67°01'20", (CHORD BEARING SOUTH 09°31'15" EAST, A DISTANCE OF 314.70 FEET); TO A POINT ON A REVERSE CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 458.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 40°26'58", (CHORD BEARING SOUTH 22°48'26" EAST, A DISTANCE OF 449.41 FEET) TO A POINT ON A COMPOUND CURVE TO THE RIGHT; THENCE SOUTHERLY 265.54 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,050.00 FEET, A CENTRAL ANGLE OF 04°59'18", (CHORD BEARING SOUTH 00°05'18" EAST, A DISTANCE OF 265.46 FEET); THENCE NORTH 72°30'24" WEST, A DISTANCE OF 110.49 FEET; THENCE N.80°25'21"W., FOR 47.43 FEET; THENCE N.00°17'33"E., FOR 50.92 FEET; THENCE N.38°20'26"W., FOR 699.39 FEET; THENCE N.42°41'01"W., FOR 114.49 FEET; THENCE N.59°25'50"W., FOR 214.80 FEET; THENCE N.63°05'48"W., FOR 168.83 FEET; THENCE S.85°38'44"W., FOR 165.29 FEET; THENCE S.69°54'51"W., FOR 185.39 FEET; THENCE S.73°29'37"W., FOR 266.68 FEET; THENCE S.86°38'08"W., FOR 253.74 FEET; THENCE N.69°05'13"W., FOR 361.56 FEET; THENCE N.30°07'54"W., FOR 335.54 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY LINE OF MITIGATION AREA A-11 AS RECORDED IN OFFICIAL RECORDS BOOK 4390, PAGE 1487, SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING THIRTEEN (13) COURSES: (1) N.30°07'54"W., FOR 180.66 FEET; (2) N.04°17'11"W., FOR 388.52 FEET; (3) N.18°00'30"E., FOR 328.11 FEET; (4) N.51°49'19"E., FOR 139.42 FEET; (5) N.24°16'00"E., FOR 152.64 FEET; (6) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 583.33 FEET, (DELTA 61°45'57") (CHORD BEARING N.16°22'51"W.), (CHORD 598.83 FEET) FOR 628.84 FEET; (7)

EXHIBIT "A-1"

(continued)

N.16°20'51"E., FOR 224.85 FEET; (8) S.77°51'31"E., FOR 235.92 FEET; (9) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,343.95 FEET, (DELTA 23°59'35") (CHORD BEARING S.89°52'54"E.), (CHORD 558.69 FEET) FOR 562.79 FEET; (10) ON THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 277.07 FEET, (DELTA 152°39'12") (CHORD BEARING N.02°47'26"W.), (CHORD 538.43 FEET) FOR 738.20 FEET; (11) N.83°42'10"W., FOR 233.19 FEET; (12) N.60°26'57"W., FOR 114.86 FEET; (13) N.00°51'17"W., FOR 442.84 FEET; THENCE N.62°45'03"E., DEPARTING SAID EASTERLY LINE, FOR 55.33 FEET; THENCE N.62°55'28"E., FOR 307.81 FEET; THENCE N.63°38'10"E., FOR 805.20 FEET; THENCE N.28°09'14"W., FOR 1,272.65 FEET; THENCE N.69°51'03"E., FOR 924.77 FEET; THENCE S.43°36'34"E., FOR 389.82 FEET; THENCE N.70°03'37"E., FOR 297.14 FEET; THENCE N.06°35'10"E., FOR 116.99 FEET; THENCE N.71°59'01"E., FOR 206.99 FEET; THENCE N.12°51'59"W., FOR 1,719.68 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 683.81 ACRES, MORE OR LESS;

LESS & EXCEPT THE FOLLOWING DESCRIBED LANDS:

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 15 & 16, TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 18 TOWNSHIP 42 SOUTH, RANGE 26 EAST, CHARLOTTE COUNTY, FLORIDA; THENCE S.00°40'53"W., ALONG THE WEST LINE OF SAID SECTION, FOR 578.86 FEET; THENCE N.90°00'00"E., DEPARTING SAID LINE, FOR 11,701.49 FEET; THENCE S.84°23'17"E., FOR 3,897.04 FEET TO THE POINT OF BEGINNING; THENCE N.41°20'44"E., FOR 46.05 FEET; THENCE S.76°16'18"E., FOR 39.34 FEET; THENCE S.43°30'37"E., FOR 39.41 FEET; THENCE N.31°47'29"W., FOR 22.96 FEET; THENCE N.52°03'46"E., FOR 91.78 FEET; THENCE N.71°28'13"E., FOR 55.86 FEET; THENCE N.31°44'32"E., FOR 126.36 FEET; THENCE N.65°46'00"E., FOR 70.68 FEET; THENCE S.55°03'42"E., FOR 154.20 FEET; THENCE S.51°32'59"E., FOR 105.59 FEET; THENCE S.21°00'03"E., FOR 117.23 FEET; THENCE S.04°46'31"E., FOR 163.75 FEET; THENCE S.73°47'50"W., FOR 148.27 FEET; THENCE S.17°31'27"W., FOR 34.67 FEET; THENCE S.63°21'02"W., FOR 61.99 FEET; THENCE S.85°45'00"W., FOR 82.08 FEET; THENCE S.65°11'05"W., FOR 66.70 FEET; THENCE S.75°54'54"W., FOR 104.37 FEET; THENCE N.68°47'28"W., FOR 108.01 FEET; THENCE N.27°16'47"W., FOR 156.25 FEET; THENCE N.76°16'57"E., FOR 55.83 FEET; THENCE N.28°54'28"W., FOR 68.12 FEET; THENCE N.00°57'29"W., FOR 110.67 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 5.54 ACRES, MORE OR LESS.

TOTAL PARCEL CONTAINS 678.27 ACRES, MORE OR LESS.

EXHIBIT "B"

Additional Covenants, Restrictions, Easements and Exceptions

1. **Development of Additional Property.** The Person who takes title to the Additional Property directly from the Founder for purposes of development and sale, or any successor or assign of such Person who acquires all or substantially all of such Person's interest in the Additional Property for development and resale, is referred to in this Supplement as the "**Parcel Developer.**" Prior to commencement of construction of any dwelling within the Additional Property other than a model home, the Parcel Developer shall obtain the approval of the Founder and all necessary governmental approvals for, and shall record in the public records of Charlotte County, Florida, a subdivision plat or replat subdividing the Additional Property into residential lots, streets providing access to such lots, and such other parcels as may be described on the plat approved by Charlotte County and the Founder, which may include parcels for further subdivision as future phases of development. If the Owner of the Additional Property violates this Section by commencing construction of any dwelling prior to recordation of an approved plat in accordance with this provision, then from and after the date of commencement of such construction, the Additional Property shall be deemed to contain, for purposes of voting rights in the Association and assessment under the Charter, one (1) Unit for each dwelling unit on which construction has commenced plus one (1) additional Unit. The Founder shall have all remedies available at law and in equity to enforce the provisions of this Section 1. No Person shall seek any zoning changes or zoning variances for any portion of the Additional Property, nor subdivide or combine Units, or replat any portion of the Additional Property, without the written consent of the Founder during the Development and Sale Period and the Association thereafter. The Founder and Association shall have all remedies available at law and in equity to enforce the provisions of this Section 1. The Additional Property shall be developed in accordance with a site plan approved by the Founder and Charlotte County, Florida.

2. **Additional Association.**

(a) Prior to the initial conveyance by the Parcel Developer of any portion of the Additional Property to a Person other than the Founder or the ISD, the Parcel Developer shall prepare, obtain the Founder's approval of, and record, at the Parcel Developer's sole cost and expense, a declaration of covenants, conditions, restrictions and easements ("**Additional Association Declaration**") encumbering the Additional Property (except such portions thereof, if any, as the Founder may authorize to be omitted). Such Additional Association Declaration shall, among other things:

(i) provide for a not-for-profit, mandatory membership owners association ("**Additional Association**") to administer and enforce such Additional Association Declaration;

(ii) include, as exhibits thereto, the articles of incorporation and bylaws of the Additional Association;

(iii) establish automatic membership and voting rights in the Additional Association for the owner of each Unit (or any parcel intended for further subdivision into Units) within the Additional Property;

(iv) obligate the Additional Association to maintain, insure and operate any open space, private roads, recreational amenities, stormwater management ponds, and other common improvements constructed within the Additional Property, except such tracts, if any, that are the responsibility of a different Additional Association or as the Founder designates for conveyance to the Community Association or ISD;

EXHIBIT "B"

Additional Covenants, Restrictions, Easements and Exceptions

(continued)

(v) vest in such Additional Association assessment authority and lien rights to secure the obligation of each Unit owner to pay a share of the common expenses incurred by such Additional Association in exercising its authority and fulfilling its responsibilities under such Additional Association Declaration; and

(vi) set forth provisions consistent with Section 2(b) of this Exhibit "B."

(b) The following actions shall require the prior approval of the Founder during the Development and Sale Period and thereafter, the Community Association:

(i) dissolution of the Additional Association; and

(ii) termination of the Additional Association Declaration;

(iii) amendment of the Additional Association Declaration and/or any exhibits thereto, except that the approval of the Founder or the Community Association shall not be required for amendments solely for the purposes of submitting additional property to the Additional Association declaration, adding provisions to the Neighborhood Design Guidelines which are not inconsistent with the provisions thereof as previously approved by the Founder, correcting errors in legal descriptions or referencing new or modified subdivision plats, correcting typographical or grammatical errors that do not change the substantive provisions of the documents, and adding or modifying use restrictions or Additional Association rules so long as the use restrictions or rules, as modified, are not inconsistent with the Charter and Community Association rules (the fact that they may be more restrictive shall not make them inconsistent); provided that such amendment is not materially adverse to, and does not remove, revoke, or modify any right or privilege of, the Founder during the Development and Sale Period under the Charter, or the Community Association.

(c) If any portion of the Additional Property is subject to a mortgage or other security interest at the time of recording of the Additional Association Declaration, the Parcel Developer shall cause the holder of such mortgage or security interest to execute a joinder, consent and subordination to the Additional Association Declaration, to be attached to and recorded with the Additional Association Declaration, subordinating its security interest to the Additional Association Declaration.

(d) Prior to recording of an Additional Association Declaration, the Parcel Developer shall cause the Additional Association to be incorporated as a not-for-profit corporation under Florida law and to adopt bylaws in a form approved by the Founder.

(e) Prior to conveyance of any Unit within the Additional Property to a Person other than the Parcel Developer or Founder, the Parcel Developer shall cause the Additional Association to adopt a budget reflecting (i) the estimated expenses to be incurred by the Additional Association in performing its responsibilities and exercising its authority under the Additional Association Declaration; and (ii) the estimated income to be generated from assessments to be levied by the Additional Association against the Additional Property. The Parcel Developer shall cause a copy of such budget, as it may be revised from time

EXHIBIT "B"**Additional Covenants, Restrictions, Easements and Exceptions**

(continued)

to time, and notice of the amount of the assessment levied thereunder, to be provided to the Community Association and the initial purchaser of each Unit within the Additional Property.

(f) In the event that the Parcel Developer fails to comply with the covenants set forth herein, the Founder, its successors or assigns shall have the right to seek specific performance of each and every covenant herein and all other remedies available at law or in equity and to recover from the Parcel Developer all costs reasonably incurred, including court costs and attorneys' fees, whether or not suit is filed.

(g) The Owner of the Additional Property may elect to create more than one Additional Association for portions of the Additional Property; provided, one Additional Association Declaration shall encumber all of the Additional Property, except that the Town Center (as defined below) shall not be required to be encumbered by an Additional Association Declaration. If any parcel of land within the Additional Property is developed with one or more buildings containing multiple dwelling units intended to be sold as condominium units, the Owner thereof shall establish a condominium form of ownership for such parcel and create a condominium association and documentation conforming to the requirements of this Section 2 to govern and administer such condominium prior to conveying any Unit therein. Any such condominium association shall be an Additional Association hereunder and shall have jurisdiction over the property comprising such condominium in addition to the Additional Association having jurisdiction over all of the Additional Property and the Community Association. This provision shall not apply to buildings containing multiple dwelling units sold as fee simple townhome units.

3. **Service Area No. 13.** In the event that the Parcel Developer fails to establish an Additional Association as required hereunder, or, once established, any Additional Association is dissolved or fails to perform its responsibilities under the Additional Association Declaration in accordance with the Community-Wide Standard established pursuant to the Charter, the Community Association shall have the right, without obligation, to undertake (itself or through its designees) any or all of the Additional Association's responsibilities hereunder and under the Additional Association Declaration and allocate all costs incurred equally among the Units within the Additional Property and assess such costs to each such Unit as a Service Area Assessment in accordance with the Charter; provided, if the Additional Association is then in existence, the Community Association shall give it at least 14 days prior written notice of any deficiency in maintenance which is the Additional Association's responsibility and shall give the Additional Association a reasonable opportunity (not less than 14 days) to cure such deficiency prior to the Community Association undertaking such maintenance itself. The Community Association shall have the right, and is hereby granted all necessary easements, to enter upon any portion of the Additional Property to perform any of the responsibilities of the Additional Association, if the Additional Association fails to do so within the time period specified by written notice from the Community Association of the need for such action.

4. **Additional Rights of Community Association.** In addition to the rights of the Community Association set forth herein and in the Charter, the Community Association shall have the right (a) to enforce the Additional Association Declaration by all means available to the Additional Association under the Additional Association Declaration and exhibits thereto, any means available under the Charter, and any means otherwise available at law or in equity; and (b) to recover any costs incurred in exercising its rights

EXHIBIT "B"**Additional Covenants, Restrictions, Easements and Exceptions**

(continued)

hereunder from the Additional Association and, if the Additional Association fails to reimburse the Community Association within 30 days after receipt of an invoice for the same, to exercise the Additional Association's assessment power and lien rights under the Additional Association Declaration to recover from each of the Additional Association's members its share of any such costs.

5. Exceptions to Charter.

Pursuant to Section 17.3 of the Charter, a Supplement may create exceptions to or otherwise modify the terms of this Charter as it applies to the property described in the Supplement, in order to reflect the different character and intended use of such property. In recognition of the different character of the Additional Property as a large parcel of land to be subdivided and developed by the Parcel Developer with private streets and amenities intended for the primarily use of the residents of an Additional Association and their guests, the following exceptions to the Charter shall apply:

(a) Leasing. Notwithstanding any longer term required in Section 7.1(b)(iv) of the Charter or any other inconsistent provision in the Charter or Rules, the minimum initial term of any lease of a Unit within the Additional Property shall be 30 days. The Unit may not be subleased and the lease may not be assigned during the initial 30-day term. In the event of termination of the lease after the tenant has taken occupancy and prior to the end of such 30-day minimum initial term, the Owner may not enter into a new lease with a term commencing prior to the date on which the previous lease would have expired without prior approval of the Board, which shall not be granted unless the Board determines, after consideration of the facts and circumstances, that the Owner acted in good faith, with no intent to circumvent the requirements of this subsection (b), and could not reasonably have anticipated the early termination of the previous lease at the time the lease was signed.

(b) Occupancy. An Additional Association Declaration applicable to any portion of the Additional Property may impose restrictions on occupancy of Units subject to such Additional Association Declaration and any inconsistency between such occupancy restrictions and the Charter or Rules of the Community Association shall be resolved in favor of the more restrictive.

(c) Architectural Control. Except as provided herein, all infrastructure and other improvements constructed within the Additional Property (including right-of-way landscaping, lighting, amenities, signage, and entry features) shall be subject to the design review process under Article 5 of the Charter, but if the Founder has approved specific design guidelines for the Additional Property ("**Neighborhood Design Guidelines**"), such review shall be based upon the Neighborhood Design Guidelines. All floor plans and elevations, prototypical lot plans and prototypical landscape designs for homes to be constructed within the Additional Property shall be subject to prior review and approval of the Founder pursuant to Article 5 of the Charter; however, determination of the specific pre-approved elevations and floor plans to be constructed on each Unit shall be left to the discretion of the declarant under the Additional Association Declaration so long as it is exercised in a manner consistent with the Neighborhood Design Guidelines, subject to the right of the Reviewer under the Charter to revoke such delegation and assume control over such matters if, in the Reviewer's judgment, such discretion is not being exercised in a manner

EXHIBIT "B"

Additional Covenants, Restrictions, Easements and Exceptions

(continued)

consistent with the Neighborhood Design Guidelines (except to the extent that any variances or inconsistencies have been approved in writing by the Founder). All other matters requiring approval under Article 5 of the Charter shall be delegated to the committee or other entity having jurisdiction over architectural review under the Neighborhood Declaration ("**Neighborhood ARC**"), subject to the right of the Reviewer under the Charter to revoke such delegation and assume review authority at any time upon notice to the Additional Association if, in the Reviewer's judgment, the Neighborhood ARC is not properly administering or enforcing the Neighborhood Design Guidelines.

Notwithstanding the delegation of authority under this Section 4(c), the Neighborhood ARC shall file with the Reviewer under the Charter a copy, in electronic format or such other format as may be acceptable to the Reviewer, of all approved plans for improvements to any Unit and the Reviewer may veto any approval that the Reviewer determines does not comply with the Neighborhood Design Guidelines by providing written notice of such veto to the Neighborhood ARC within 10 days after receipt of such plans. However, the fact that the Reviewer has not exercised its veto right within the time period required hereunder as to any approved plans shall not constitute a waiver of the Reviewer's right to veto similar plans for other properties submitted thereafter.

(d) **Golf Carts.** Neither the Charter nor Rules of the Community Association shall apply to restrict or regulate the use or operation of golf carts solely within the Additional Property in a manner consistent with the applicable Additional Association Declaration(s) and rules of the Additional Association having jurisdiction thereunder.

(e) **Property Other Than Units.** The Additional Property shall be used only for residential, recreational, and open space uses and supporting infrastructure (e.g., roads, drainage, utilities and parking). Any portion of the Additional Property which is improved or designated for improvement with structures or facilities other than dwellings and accessory structures shall have no voting rights in the Community Association. In addition, such property shall be exempt from assessment under the Charter so long as it:

(i) constitutes "common area" of an Additional Association pursuant to a recorded Additional Association Declaration meeting the requirements of Section 2 of this Supplement; and

(ii) is owned and operated for recreational and open space purposes on a not-for-profit basis for the exclusive use and benefit of the Additional Association's members who own Units within the Additional Property and their accompanied guests and a limited number of honorary or similar members (not to exceed a total of 25), as the Parcel Developer may designate from time to time.

Notwithstanding the above, the Additional Association which owns or operates any such property ("**Nonresidential Property**") may allow occasional marketing and charitable events without jeopardizing the exemption from assessment hereunder so long as: (i) the Nonresidential Property is operated primarily for the use and benefit of the Additional Association's members who own Units within the Additional Property and their accompanied guests; (ii) any such events are solely for purposes of marketing homes within the

EXHIBIT "B"**Additional Covenants, Restrictions, Easements and Exceptions**

(continued)

Additional Property or supporting charitable causes, and not for purposes of generating income for the owner of such facilities.

In the event that any Nonresidential Property or any portion thereof ceases to satisfy the above requirements for exemption from assessments, or is conveyed or leased to, or operated for profit by, an entity other than an Additional Association, then unless such arrangement is approved in writing by the Founder during the Development and Sale Period or the Community Association thereafter, the exemption from assessment hereunder shall immediately cease and such Nonresidential Property (or such portion thereof) shall thereafter be subject to assessment by the Residential Association at a rate equal to the greater of: (i) the Base Assessment rate applicable to Units within the Additional Property for each 1,000 square feet of land within such Nonresidential Property; or (ii) if, developed for residential use, the actual Base Assessment rate levied on Units within such portion of the Nonresidential Property.

Notwithstanding anything in this Supplement to the contrary, the Founder has approved a certain portion of the Property to be developed as an amenity, along with related facilities and services ("Town Center") primarily serving the Additional Property. The Town Center may be owned by third parties and shall be exempt from assessment under the Charter. However, if the Town Center ceases to primarily serve the Additional Property and the members of the Town Center and is opened to use by the general public, then the exemption from assessment hereunder shall immediately cease and the Town Center shall thereafter be subject to assessment by the Residential Association at a rate equal to the greater of: (i) the Base Assessment rate applicable to Units within the Additional Property for each 1,000 square feet of land within such Nonresidential Property; or (ii) if, developed for residential use, the actual Base Assessment rate levied on Units within such portion of the Nonresidential Property