

OAKLAND

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AMENDED AND RESTATED
DECLARATION

of

Covenants, Conditions and Restrictions

For

OAKLAND PARK

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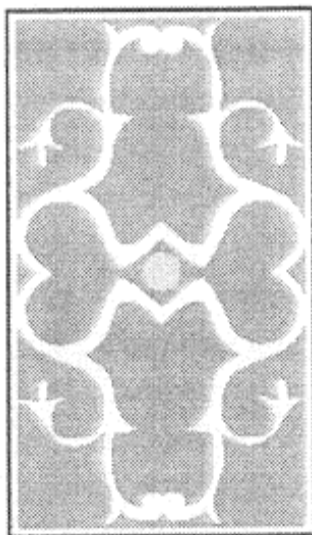
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**AMENDED AND RESTATED
DECLARATION**
of
Charter, Easements, Covenants and Restrictions
For
OAKLAND PARK

CASTLE & COOKE FLORIDA, LTD, a Florida limited partnership to be known as the “Founder,” makes this Amended and Restated Declaration on the _____ day of _____, year of 2009.

WITNESSETH:

WHEREAS, the Oakland Park Association, Inc., a Florida not for profit corporation (the “Association”) is the Association under that certain Declaration of Covenants, Conditions and Restrictions for Oakland Park June 25, 2007 and recorded September 18, 2007 in Official

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06.04.07

Records Book 9439, Page 551, Public Records of Orange County, Florida (the “Original Declaration”); and

WHEREAS, Part IX, Section 9.3.1(a) of the Original Declaration provides that the Original Declaration may be amended by approval of the Board of Directors of the Association (the “Board”) and written consent of Owners representing sixty percent (60 %) of the Allocated Interests; and

WHEREAS, Founder is the Founder under the Original Declaration and is also the Owner of more than sixty percent (60%) of the Allocated Interests; and

WHEREAS, Part IX, Section 9.3.1(c) of the Original Declaration provides that the provisions of Part VI of the Original Declaration may be amended by approval of the Board of Directors of the Association (the “Board”) and written consent of Townhome Owners representing sixty percent (60 %) of the Allocated Interest of Townhome Owners, and consent of other Owners shall not be required; and

WHEREAS, Founder is the Founder under the Declaration and is also the Owner of more than sixty percent (60%) of the Allocated Interest of Townhome Owners;

WHEREAS, the Association and Founder desire to amend and restate the Original Declaration, as more fully set forth below; and

WHEREAS, any capitalized term used herein that is not defined herein, but is defined in the Original Declaration, shall have the same meaning provided for in the Original Declaration.

NOW, THEREFORE, the Original Declaration is hereby amended and restated as follows:

Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

INTRODUCTION, HISTORY AND VISION:

Oakland Park sits on the south shore of Lake Apopka, near the site of a settlement originally established in 1844, and is planned to feel like a naturally evolving part of the area's history. Streets will curve to preserve centuries-old oaks. New homes will feature distinct historical architecture styles that borrow from the best of the past to blend with the grand old homes in neighboring Winter Garden and Oakland. The historic Tilden family estate home known as Meadowmarsh, a landmark building that has been on the property since 1877, is expected to continue in active use.

The development of the community of Oakland Park is based on the following goals:

Oakland Park will utilize the principles of traditional neighborhood design. Traditional neighborhood design is reminiscent of the street and community plans for small towns that were

built before the middle of the last century. This type of planning brings together a variety of types of homes and businesses in a walkable community, providing pleasant and easy routes within the community and linking smoothly to Oakland and Winter Garden. Homes come close to the street, enclosing small parks and other special civic spaces. Front porches, sidewalks and street trees all contribute to the pleasure of pedestrians.

Oakland Park will capture the community spirit of historic Oakland and Winter Garden. Oakland Park lies partly within the city of Winter Garden and partly within the town of Oakland. Sharing in the life of these two existing communities is an important aspect of Oakland Park.

Oakland Park will respect the historic architectural patterns of Oakland and Winter Garden. The architecture of our most enduring neighborhoods emanates from historic housing patterns predating World War II. Research in the historic housing patterns of Oakland and Winter Garden has resulted in the development of a Design Code for Oakland Park that emphasizes five distinct residential architectural patterns. A selected group of architects familiar with these patterns will form an Architect's Guild to design homes for the community, and plans will be reviewed for consistency with the Design Code.

Oakland Park will preserve the beauty of Old Florida. As would be the case a century ago, earth moving will be kept to a minimum. The community will follow the natural grade of the land, which slopes up from the shoreline of Lake Apopka; many of the homes in the blocks near the lake will have lake views. The landscape throughout the community will focus on native plant species, minimal use of irrigation, and protection of the land's natural beauty.

Oakland Park will actively support the restoration of Lake Apopka. Lake Apopka, the fourth largest lake in the State of Florida and a former bass fishing mecca for the United States, is on its way to recovery from its recent degraded state. Oakland Park will restore over one-third mile of shoreline to its native condition in conjunction with a 26-acre community park and marina.

Oakland Park will celebrate the West Orange Trail. The West Orange Trail is a 22-mile trail along an abandoned railroad bed that passes through the heart of Oakland Park. The community embraces the trail as a connection to three neighboring schools, downtown Winter Garden and other parks and activities that will be within easy walking and biking distance for residents in the community. Plans are underway to extend the trail ever further.

Oakland Park will encourage civic and community life. The Founder has established the Oakland Park Foundation, a charitable entity for the purpose of building social capital within Oakland park. Environment education is also to be a part of the Oakland Park Foundation's mission of fostering civic engagement and responsibility.

This Declaration provides for unified implementation of the Design Code to all parts of Oakland Park, and allows for the development and operation of the community of Oakland Park.

DECLARATION:

The Founder, who is the owner of all of the property in Orange County, Florida, described as follows:

Oakland Park Unit 1A, Plat Book 70, Pages 33 through 39 of the Public Records of Orange County, Florida (the “Initial Property”),

hereby submits the Initial Property to this Declaration of Charter, Easements, Covenants and Restrictions. The Founder hereby declares that the Initial Property and any other property made subject to this Declaration by Supplemental Declaration (together, the “Community”) shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding upon all owners of property within the Community, their heirs, successors and assigns, and upon all other parties, heirs, successors and assigns having any right, title or interest in all or any part of the Community.

Founder also hereby provides notice of certain restrictions, as further described in Paragraph 2.2.4, for the remainder of the property described on Exhibit A (the “Master Plan Area”), but does not submit the entire Master Plan Area to all the terms of this Declaration at this time.

The following are attachments to this Declaration and are hereby fully incorporated by reference:

- Exhibit A, Legal Description, The Master Plan Area
- Exhibit B, The Articles of Incorporation for Oakland Park Association, Inc., and
- Exhibit C, The Bylaws for Oakland Park Association, Inc.
- Exhibit D, Conservation Easement
- Exhibit E, Designation of initial Maintenance Zones [if any]
- Exhibit F, Right of Way Maintenance Agreement
- Exhibit G, Excerpt from City of Winter Garden Municipal Code



Part I: Definitions

The following definitions apply wherever the capitalized terms appear in this Declaration. Additional terms that apply only to one article are defined the first time they appear.

1.1 Accessory Building. An Accessory Building is a detached building, such as a garage, the use of which is clearly indicated and related to the use of the principal building or use of the land and which is located on the same Parcel as the principal building or use. An Accessory Building may include a Granny Flat or a Studio.

1.2 Allocated Interests. As further described in Section 3.1, each Parcel shall be assigned an Allocated Interest for assessment and voting purposes.

1.3 Architectural Review Committee (ARC). The “Architectural Review Committee” or “ARC” is the panel established by Part V to review plans for modifications to Parcels after the original construction is complete.

1.4 Articles. “Articles” are the Articles of Incorporation of the Association, which are attached as Exhibit B to this Declaration.

1.5 Assessments. “Assessments” is the collective term for the following charges:

(a) General Assessment. The “General Assessment” is the amount distributed among all Owners to meet the Association’s annual budgeted Maintenance Zone and general expenses, as described in Paragraph 4.2.2.

(b) Special Assessment. A “Special Assessment” may be charged to each Parcel for Capital Improvements or emergency expenses, in accordance with Paragraph 4.2.3.

(c) Maintenance Zone Assessment. Maintenance Zone expenses shall be assessed to Parcels within that Maintenance Zone as provided in Section 3.4.

(d) Individual Parcel Assessment. An “Individual Parcel Assessment” is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Paragraph 4.2.4.

1.6 Association. The “Association” is the Oakland Park Association, Inc., a Florida nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Commons and enforcing the Declaration.

1.7 Board. “Board” is the Board of Directors of the Association.

1.8 Bylaws. “Bylaws” are the Bylaws of the Association. The form of the initial Bylaws, as proposed, is attached as Exhibit C to this Declaration.

1.9 Capital Improvement. A Capital Improvement is a material alteration or substantial addition or improvement to the Commons, or the purchase of additional property to be added to the Commons. Any repair or replacement of existing improvements with materials of similar utility shall not be considered a Capital Improvement.

1.10 Common Roads. The streets within the Community are intended to be dedicated to the public. However, rear lanes and alleys, along with any streets within the Community that are not dedicated to the public or conveyed to the City, and those lanes, alleys and streets that are conveyed to the Association shall be known as the Common Roads.

1.11 Commons. “Commons” comprises real property or easement rights owned by the Association for the benefit of its members. “Commons” also include any improvements on that real property and any other property of any type specifically designated as Commons. The Commons are not dedicated for use by the general public.

1.12 Community. The Community is that real property made subject to this Declaration. The “Community” comprises the Initial Property as described in the opening portion of this Declaration, plus any additional property added by Supplemental Declaration.

1.13 Declaration. “Declaration” is this Declaration of Covenants, Conditions and Restrictions for the Community.

1.14 Design Code. The Design Code, as amended from time to time, establishes the plan for the development of the Community through its regulation of land use, architecture, landscaping and environment.

1.15 Development Period. The “Development Period” begins with the recording of this Declaration and continues for six months after the Founder neither owns at least five Parcels in the Master Plan Area nor holds any Parcels for sale in the Master Plan Area in the normal course of business. For the purposes of this definition, the term “Parcel” shall include all planned Parcels, whether or not platted.

1.16 Founder. The Founder is Castle & Cooke Florida, Ltd, a Florida limited partnership, its successors and assigns, or any successor or assign of all or substantially all of its interests in the development of the Community. The Founder shall also be an Owner for so long as the Founder is record owner of any Parcel.

1.17 Foundation. The Oakland Park Foundation, Inc., or “Foundation,” is a charitable organization organized to promote cultural and educational activities for Oakland Park and the surrounding communities, as further described in Section 2.4.

1.18 Granny Flat. A granny flat is a Residential Unit that is an Accessory Building, or part of an Accessory Building, with its own kitchen, an entrance separate from the principal building, and a separate meter for utilities.

1.19 Live/Work Unit. A Live/Work Unit is a Parcel that may be used as a residence, a business, or a combination of both.

1.20 Maintenance Zone. “Maintenance Zones” are smaller areas within the Community of distinct building type or character, as further described in Section 3.4. Owners of property within a Maintenance Zone may be assessed for maintenance of property primarily serving that Maintenance Zone or for providing special services to that Maintenance Zone. Special provisions concerning maintenance of Townhome Parcels as a Maintenance Zone are provided in Part VI.

1.21 Maintenance Zone Advisory Council. Each Maintenance Zone shall have a Maintenance Zone Advisory Council to advise the Board as provided in Paragraph 3.4.2.

1.22 Master Plan Area. The Master Plan Area is all that property described on Exhibit A comprising approximately 236 acres.

1.23 Mortgagee. A "Mortgagee" is an institutional lender that holds a bona fide first mortgage encumbering a Parcel or the holder of a purchase-money mortgage on a Parcel. The term “institutional lender” specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency. A purchase-money mortgage is a first mortgage given by a buyer, as borrower, to a seller, as lender, as part of the purchase price of the Parcel.

1.24 Neighborhood Center. The Neighborhood Center is the primarily commercial portion of the Master Plan Area. The Neighborhood Center is intended to be subject to a Neighborhood Center Declaration and is intended to have a separate association or maintenance entity to maintain its common areas and regulate commercial uses.

1.25 Oakland Park. Oakland Park is the name by which the Community shall be known to the public and is intended to include all of the property within the Master Plan Area, whether or not submitted to this Declaration. The Community may also be known as Oakland Park 1844, referring to the date a settlement on the site of the Community is believed to have been originally established.

1.26 Owner. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel.

1.27 Parcel. A “Parcel” is the smallest piece of real property that may be separately conveyed and that has been made subject to this Declaration. A Parcel may be a platted lot improved with, or intended to be improved with, an attached or detached single-family home, Live/Work Unit,

commercial building or multi-family building. A condominium unit shall also be considered a Parcel.

1.28 Registered Mortgagee. A "Registered Mortgagee" is a Mortgagee that has registered with the Association and provided current contact information.

1.29 Residential Unit. A "Residential Unit" is an individual dwelling unit and shall include a single-family detached home, Townhome or other attached dwelling (such as each half of a duplex unit), an apartment or condominium unit, a residential dwelling within a mixed-use building, a Granny Flat or other Accessory Building or part of an Accessory Building that has a kitchen and could be separately leased (whether or not it is leased) or an assisted living facility unit (but not a nursing home).

1.30 Studio. A Studio is an office or other workspace or additional living space, guest quarters or Residential Unit that is an Accessory Building, or part of an Accessory Building, but which does not meet the requirements for a Granny Flat.

1.31 Supplemental Declaration. "Supplemental Declaration" is any instrument that may be recorded by the Founder or the Association in accordance with Paragraph 2.2.2 to add property to the Community.

1.32 Surface Water or Stormwater Management System. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

1.33 Town Architect. As further provided in Paragraph 5.1.2, the Town Architect is to understand, interpret and, when necessary, modify the Design Code.

1.34 Townhome. A Townhome is an attached single-family home or Live/Work Unit that is attached to one (1) or more other Townhomes, that may be separately conveyed and is not submitted to a condominium form of ownership. If any portion of a duplex or triplex is to be separately conveyed, each such Residential Unit may be considered a Townhome. The Townhome also includes any outbuilding of such a building, such as a garage. Townhomes are regulated, maintained and insured under the special provisions of Part VI.

1.35 Townhome Parcel. A Townhome Parcel is a Parcel upon which is constructed a Townhome.



Part II: Development Plan

- 2.1 The Community
- 2.2 Property Subject to the Declaration
- 2.3 The Marina, Union Club and Meadowmarsh
- 2.4 The Foundation
- 2.5 St. Johns Water Management District
- 2.6 City of Winter Garden
- 2.7 State of Florida Division of Historic Resources

2.1 The Community

The Founder intends to establish Oakland Park as a mixed-use community with a Neighborhood Center, where residents as well as the general public can enjoy shops, restaurants and activities. The Master Plan seamlessly ties together the Neighborhood Center to the surrounding residential neighborhoods. However, residential and commercial uses need different kinds of management and maintenance. Some or all of the Neighborhood Center may not be submitted to this Declaration but instead may be separately managed and operated.

2.1.1 Design. Oakland Park is intended to be a mixed-use community, and may have offices, shops, restaurants, service establishments and other businesses. As residential areas may be developed first, the design of the commercial areas may change to respond to the market. The master plan is general in nature and subject to change. In addition to concentrated commercial uses in the Neighborhood Center, Live-Work Units and other small-scale commercial uses may be permitted in other parts of the Community.

2.1.2 Effect of This Declaration. Some or all of the Neighborhood Center may not be submitted to this Declaration but instead may be separately managed and operated. For those portions of the town center that are submitted to this Declaration, the Association shall not have any authority to regulate commercial uses.

2.1.3 Neighborhood Center Declaration. It is anticipated that a separate declaration (the “Neighborhood Center Declaration”) may be recorded, and a separate association or management entity (the “Neighborhood Center Manager”) formed, for regulation of commercial properties and maintenance of common areas within the Neighborhood Center. Notwithstanding

any other provision of this Declaration, upon recording of the Neighborhood Center Declaration, the following shall apply:

(a) If so requested by the Neighborhood Center Manager, all Commons within the Neighborhood Center shall be regulated and maintained solely by the Neighborhood Center Manager, and the Neighborhood Center Manager shall assume and be solely responsible for all other Maintenance Zone functions for the Neighborhood Center under this Declaration, unless the Neighborhood Center Manager and the Board of the Oakland Park Association agree otherwise.

(b) The Neighborhood Center Manager shall assume and be solely responsible for all architectural review functions under this Declaration as they relate to property within the Neighborhood Center, unless the Neighborhood Center Manager and the Board of the Oakland Park Association agree otherwise.

2.1.4 Master Plan Area.

(a) Generally. The Master Plan Area includes both the residential neighborhoods of the Community and its Neighborhood Center. The plan for the Master Plan Area is general in nature and subject to change. At the time of the recording of this Declaration, no final determination has been made (other than for that portion submitted to this Declaration) regarding the street design for the Master Plan Area, the location, shape, size or nature of Commons, or the building types or uses that may be permitted.

(b) Modification of Master Plan Area. The Founder may, at any time during the Development Period, modify the Master Plan Area in any way, including adding or removing property. The Founder shall record an amendment to this Declaration providing notice of such change, which shall not require the consent of any party other than the Founder and the owner of the property being added or removed, if different from the Founder.

(c) Limitation. No assurances are made as to what portions of the Master Plan Area, if any, will be made part of the Community, the boundaries of those portions or order in which the portions will be added. Exercising any development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

2.2 Property Subject to the Declaration

The Community is being developed in phases. This article describes the real property of which the Community will initially be comprised, provides the method by which additional property may be added and allows the community's unified development.

2.2.1 Effect. The land that shall be subject to this Declaration, known as the "Community," comprises the Initial Property described in the opening portion of this Declaration, plus any land

that is submitted later in accordance with Paragraph 2.2.2. The provisions of this Declaration run with the land, which means that once land has been made subject to this Declaration, the land is still bound by the Declaration even if the land is sold to a new Owner (unless the land is withdrawn as provided in Paragraph 2.2.5). Certain portions of this Declaration apply only to certain types of Parcels as follows:

- (a) Part VI of this Declaration applies only to Townhomes.
- (b) Part VII of this Declaration applies only to Residential Units.

2.2.2 Additional Property.

(a) By the Founder. The Founder shall have the right, but not the obligation, for a period of thirty (30) years from this date, from time to time in its sole discretion, to add to the Community any or all of the following properties:

- (i) any part of the Master Plan Area,
- (ii) any contiguous property,
- (iii) property any portion of which is within one-half mile of any portion of the Community (including any property separated from the Community by a public street, body of water or other property), or
- (iv) any other property with a reasonable relationship to the Community.

Such action shall not require the consent of the Association.

(b) By the Association. Property of any type may be added to the Community by a majority vote of the Board. Such right shall begin when the Founder no longer selects a majority of the Board of Directors and shall extend indefinitely. During the Development Period, such action shall require the consent of the Founder.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records. The Supplemental Declaration shall require the consent and joinder of the owner of the additional property.

(d) Special Provisions. The Supplemental Declaration may establish a new Maintenance Zone and may modify or add to the provisions of this Declaration as to the additional property if needed to reflect the different character of the additional property.

2.2.3 Additional Commons. The Founder may convey to the Association additional Commons. The Association shall accept title to, and maintenance responsibility for, any Commons conveyed to it by the Founder.

2.2.4 Master Plan Area; Notice of Intent. The Founder intends that any property within the Master Plan Area, whether residential or commercial, that is conveyed to a party other than the Founder (other than dedications to a governmental entity) be made subject to this Declaration unless the instrument of conveyance clearly indicates otherwise. If an instrument submitting the property to the declaration is not recorded prior to, or at the time of, such conveyance to a party other than the Founder, the Founder shall have the right to record a corrective instrument submitting such property to this Declaration or to release the property from this Declaration.

2.2.5 Withdrawal of Property. The Founder reserves the right to withdraw property from the Community so long as all Owners within the area to be withdrawn consent, and appropriate access to the remaining portions of the Community is preserved.

2.3 Marina, Union Club and Meadowmarsh

The Lake Apopka shoreline and Meadowmarsh invite guests to Oakland Park and link Oakland Park to the greater community.

2.3.1 Marina. The Founder has the option, in its sole and absolute discretion, to pursue permit approvals for a marina with a limited number of slips. Subject to obtaining such permits, if Founder then elects to construct a marina, Founder may, in its sole and absolute discretion, sell the slips. There will not be a sufficient number of slips for every Owner to have a slip. However, Owners will be given priority to purchase the available slips, up to one slip per Parcel, before they are offered to the public. The Founder may, but is not required, to convey the marina to the Association or to another association formed for the purpose of operating and maintaining the marina. Upon such conveyance, the Association or other association formed for such purpose shall have the right to levy an Individual Parcel Assessment against the slip Owner for the operation and maintenance of the marina.

2.3.2 Boat Ramp. If permitted by applicable regulatory agencies, the Founder may, in its sole and absolute discretion, construct and convey to the Association as Commons a boat ramp for access to the lake.

2.3.3 Union Club. The Founder may, in its sole and absolute discretion, construct additional recreational facilities near the lake, including but not limited to a community gathering place, playgrounds, parks, community gardens, dog park, swimming pool and community postal facility. Some or all of these facilities may be conveyed to the Association or the Foundation in Founder's sole and absolute discretion. Upon such conveyance, the Association or the Foundation, as applicable, shall have the right to levy a Special Assessment for the operation and maintenance of such facilities. The Founder or other entity may, but shall not be obligated to, own and operate some or all such facilities as commercial property.

2.3.4 Meadowmarsh. The Founder wishes to preserve Meadowmarsh as a landmark and allow it to be operated as an active part of Oakland Park. The best use for Meadowmarsh is still to be

determined. However, possible uses include operating it for weddings, parties, meetings and other events, a restaurant or other commercial use, an inn, or private residence or residences. Meadowmarsh may be privately owned and operated by the Founder or other entity. The owner of Meadowmarsh may, but shall not be obligated to, rent space to the Association or to the Foundation or both upon commercially reasonable rates and terms.

2.4 The Foundation

The Founder has established a charitable organization, the Oakland Park Foundation, Inc., to enrich both Oakland Park and the surrounding community through the promotion of cultural and educational activities. It may sponsor concerts, festivals and other events that bring people together, to meet each other and to enjoy being part of a community. Environmental education is also to be a large part of the Foundation's mission of fostering civic engagement and responsibility.

2.4.1 Intent. The Foundation will be an independent organization and will have its own bylaws. The Foundation will be funded by contributions (including the Foundation Contribution to be paid upon property conveyances described below), dues from voluntary members and fees generated by its programming.

2.4.2 Foundation Contribution.

(a) Requirement. To fund the Foundation's arts, cultural and community projects, a Foundation Contribution is owed to the Foundation upon the initial conveyance and any subsequent re-conveyance of a Parcel. Unless otherwise agreed between the Founder and the purchaser, the Foundation Contribution for a Parcel upon the first sale to an Owner other than the Founder shall be as follows:

- (i) For a Parcel intended for a cottage, bungalow or attached home (including Live/Work Units), the contribution is \$1,000.
- (ii) For a Parcel intended for other single family detached homes, the contribution is \$1,500.

If the first sale is to a builder for resale or to an entity related to the Founder, the parties may agree to delay payment of such initial contribution until the first sale to an owner other than a builder or Founder entity. For any subsequent resale, the Foundation Contribution shall be one-half of one percent (0.5%) of the purchase price.

(b) Collection. The Foundation may make reasonable rules, to be uniformly enforced, regarding the time of collection and valuation, and shall have authority to enforce collection of Foundation Assessments in the same manner as the Association may enforce collection of General and Special Assessments, including a lien on the Parcel that may be foreclosed in the

same manner as a mortgage. The Association shall, if requested by the Foundation, collect the Foundation Contribution as agent for the Foundation.

(c) Exempt Transactions. Certain conveyances shall be exempt from the Foundation contribution as further provided in paragraph 4.2.5.

(d) Additional Contributions. In addition to Foundation Contribution paid on property transfers, it is hoped that Owners will become members of the Foundations and make annual contributions in support of the Foundation.

2.5 St. Johns Water Management District

Lake Apopka flows into the St. Johns River. The St. Johns River Water Management District is a governmental agency responsible for managing ground and surface water supplies in this region. Portions of Oakland Park are subject to a Conservation Easement granted to the St. Johns Water Management District, and land within that easement must be maintained in its natural condition forever. The St. Johns Water Management District also requires the Association to maintain a stormwater management system, which is designed to drain, store and convey surface water and improve the quality of the runoff that eventually enters the St. Johns River.

2.5..1 Conservation Easement.

(a) Notice of Grant of Easement. Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the St. Johns River Water Management District (the "District") a conservation easement in perpetuity over the Conservation Easement Areas, which is the property described in the Conservation Easement recorded on April 13, 2007 in Official Records Book 9210, Page 4185, Public Records of Orange County, Florida. Developer granted the Conservation Easement as a condition of permit number 4-095-102535-2 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(b) Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

(c) Exhibit. The Conservation Easement is attached to this Declaration as Exhibit D.

2.5.2. Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

- (a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.
- (c) Removing, destroying or trimming trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

2.5.3 Stormwater Management. The Surface Water or Stormwater Management System is designed and constructed in accordance with a permit from the District. All portions of the Surface Water or Stormwater Management System are within the Master Plan Area, and it is intended that the Founder will convey portions of the system to the Association as they are completed.

2.5.4 Maintenance Responsibilities.

(a) Conservation Easement. The Founder, its successors and assigns, is responsible under the Conservation Easement for the periodic removal of trash and other debris that may accumulate in the Conservation Easement Areas. Upon conveyance of the Easement Areas to the Association, the Association shall be responsible for such maintenance.

(b) Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the District. The Association has an easement under paragraph 3.3.10 to enter onto Parcels as necessary to perform such maintenance.

2.5.5 Enforcement.

(a) Conservation Easement. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed to the District the right to enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement. The District also has the right to proceed at law or in equity to enforce the provisions of the Conservation Easement, to prevent the occurrence of any of the prohibited activities, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

(b) Stormwater Management System. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained this Declaration that relate to the maintenance, operation and repair of the surface water or stormwater management system.

2.5.6 Amendment. The provisions of the Conservation Easement may not be amended without the prior written approval of the District. Any amendment to this Declaration which alters any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Commons, must have the prior written approval of the District.

2.6 City of Winter Garden

A portion of Oakland Park is within the City of Winter Garden. The provisions of this Section 2.6 apply to that portion within the city's boundaries.

2.6.1 Right-of-way Maintenance Agreement. The streets within Oakland Park are intended to be dedicated to the public. Oakland Park includes street trees and other landscaping, certain paving and other amenities within the City's right-of-way that require more maintenance than the City of Winter Garden customarily provides. The Association and the City have entered into a Right-of-Way Maintenance Agreement, attached as Exhibit F, which requires the Association to maintain certain improvements within the right-of-way.

2.6.2 Municipal Code Requirements. Section 110 of the City's Municipal Code imposes certain requirements on homeowners' associations. Excerpts from the Municipal Code as of the date of the recording of this Declaration are attached as Exhibit G. The Municipal Code is subject to change. The Association should periodically review the Municipal Code to comply with any changes to that code. Changes to the Code do not need to be recorded as an amendment to this Declaration. As required by Section 110-154 of the Municipal Code, the following shall apply:

(a) Turnover. The Founder shall turn over control of the Association within the time periods required under the Municipal Code.

(b) Initial Infrastructure Report. The Association shall prepare an initial community subdivision infrastructure report and compliance with the provisions of section 110-155.

(c) Subsequent Infrastructure Reports. The Association shall obtain subsequent community subdivision infrastructure reports in compliance with the provisions of section 110-156.

(d) Tax Disclosure. Owners shall receive no discount in property taxes or any other tax or fee because of the retention or private ownership of the community subdivision infrastructure.

(e) Maintenance Disclosure. The City of Winter Garden shall have the right, but not the obligation, to access, maintain, repair, replace and otherwise care for or cause to be cared for, any and all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, all parts of the Property within the City boundaries and the improvements thereon. In the event any or all of the said areas, systems, improvements, properties or areas are not maintained, repaired, or replaced in accordance with the standards of the City of Winter Garden Code of Ordinances, good engineering practices, or become a nuisance or in the event the City of Winter Garden exercises its aforementioned right, each of the lot owners of the subdivision are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its contractors and agents, plus administrative costs and attorneys' fees and costs incurred by the City of Winter Garden. If said costs are not paid within 15 days of invoicing, then said costs shall constitute a lien on the property of the owners which fail to pay such costs and may be enforced, without limitation, by foreclosure, special assessments, or as may otherwise be permitted by law. This right, and the City of Winter Garden's exercise of said right, shall not impose any obligation on the City of Winter Garden to maintain, repair, replace, or otherwise care for said private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, all parts of the Property within the City boundaries and the improvements thereon.

(f) Default. Upon any default by the Association or the Founder in any requirement of either Section 110-159 of the Municipal Code or the Declaration, the city, at its option (and without limiting its remedies) and after due notice of its declaration of a default and a reasonable time to cure, may prohibit closure of the gates and utilize all HOA monies on deposit in the routine-community subdivision infrastructure-maintenance account and the several capital-repair accounts or, if no monies exist or if an insufficient amount exists, using such other revenues or financing methods as the city may elect, including, but not limited to, special assessments against the all of the subdivision lots.

(g) Transfer to City. Transfer of any portion or component of the community subdivision infrastructure (including the property on which the said community subdivision infrastructure is located) to the city or other governmental entity is prohibited without the

concurrence of the city or governmental entity and the owners of two-thirds (or such higher percentage as the declaration may provide) of the platted lots.

(h) Accounts. The Association shall establish and maintain the following accounts in compliance with the restrictions and requirements set forth in section 110-157 of the Municipal Code regarding that account:

(i) Routine-community subdivision infrastructure-maintenance account for annual routine maintenance and repair of the community subdivision infrastructure (referred to in this division as the "routine-community subdivision infrastructure-maintenance account"),

(i) Capital-repair/roads account for major capital repair and replacement of the subdivision's roads (referred to in this division as the "capital-repair/roads account"),

(iii) Capital-repair/roads account for major capital repair and replacement of the subdivision's drainage systems (including, but not limited to, stormwater retention/detention facilities and underdrains) (referred to in this division as the "capital-repair/drainage systems account"), and

(iv) Capital-repair/other infrastructure account for major capital repair and replacement of other subdivision infrastructure such as sidewalks, stormwater conveyance systems, curbing, bike paths, etc. (referred to in this article as the "capital-repair/other infrastructure account") and impose the requirements and restrictions set forth in section 110-157 regarding that account.

(i) Restriction. The Association may not be dissolved nor may this Section 2.6 be amended without the written consent of the city.

2.6.3 Indemnification. In the event the community subdivision infrastructure, or any component thereof, including, but not limited to, any and all private areas, drainage systems (including without limitation, the retention/detention areas and underdrains), common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the city, are not maintained, repaired, replaced, or cared for in accordance with the standards of the city code, good engineering practices, or such become a nuisance, the developer (so long as the developer retains control of the board of directors of the Association and the provisions of section 110-155 are not completely satisfied), the Association, and the individual lot owners of the subdivision, jointly and severally, shall release, defend, indemnify, and hold the city and its officers, contractors, consultants and employees harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), tort liability or award of damages or otherwise, including attorneys' fees and costs, in connection with, related to, or arising out of the maintenance, repair, replacement, reconstruction, or care of the community subdivision infrastructure, or any component thereof, by or on behalf of the city.

2.6.4 Assessment Disclosure. Each Owner, Lot Owner and holder of any interest in any lot, parcel, tract or other portion of the Property subject to this Declaration acknowledges and agrees that the dues and assessments assessed, collected and allocated, or to be assessed, collected and allocated in the future, by or for the Association may or may not be sufficient to satisfy obligations relating to maintenance, repair and replacement of lanes, alleys, Common Roads,

sidewalks, stormwater systems and ponds, landscaping, irrigation, lighting signage and other private subdivision improvements. It is the Association and its members' duty to assess, collect and allocate the appropriate amount of dues and assessments for such purposes. The City of Winter Garden shall have no liability, responsibility and obligation for the maintenance, repair and replacement of such private subdivision improvements and for any short fall in Association funding for such purposes.

2.7 State of Florida Division of Historic Resources

[space reserved]



Part III:

The Association

- 3.1 Allocated Interests
- 3.2 Formation of the Association
- 3.3 The Commons
- 3.4 Maintenance Zones
- 3.5 Other Association Powers and Responsibilities
- 3.6 Insurance and Casualty

3.1 Allocated Interests

Each Parcel is assigned an Allocated Interest, which is used both for voting purposes and for allocating Assessments. The Allocated Interest for a Parcel is determined by the size and number of Residential Units and the amount of commercial space.

3.1.1 Residential Units. Each Residential Unit shall be assigned one Allocated Interest, except as follows:

(a) Small Units. The Association may by rule assess smaller Residential Units a lower Allocated Interest (but in no event less than one-half of an Allocated Interest).

(b) Accessory Building. If a Parcel comprises a primary dwelling (whether attached or detached) plus a Granny Flat, the primary dwelling shall be assigned one Allocated Interest and the Granny Flat shall be assigned 0.25 Allocated Interest. Studios shall not be assigned any Allocated Interest.

3.1.2 Commercial Space. Commercial space shall be assigned one Allocated Interest per two thousand (2000) square feet of assessable commercial square footage, as defined in paragraph 3.3.7. Commercial space may be assigned fractional interests and shall be rounded to the nearest 200 square feet, or one-tenth of an Allocated Interest. *For instance, 850 square feet of commercial space shall be assigned an Allocated Interest of 0.4, and 2,950 square feet shall be assigned an Allocated Interest of 1.5.*

3.1.3 Unimproved Lots. Parcels that do not have a building that has received a certificate of occupancy shall be assigned one half of one Allocated Interest per year.

3.1.4 Exempt Parcels. Parcels that are used by non-profit or governmental entities primarily for the benefit of residents or guests may be exempt from Assessments or pay reduced Assessments as determined on an annual basis by the Association. The Commons are not subject to assessment.

3.1.5 Live/Work Units. Parcels that include both residential and commercial uses shall have an Allocated Interest that is equal to the sum of the residential and commercial uses. *For instance, a Live/Work Unit with one Residential Unit and 1,000 square feet of commercial space shall be assigned an Allocated Interest of 1.5.*

3.1.6 Definition of Assessable Square Footage. For purposes of calculating Allocated Interests, assessable square footage shall include all heated or air-conditioned space, measured to the center of the wall. Commercial square footage shall include all such space that may be used for commerce, office, storage and other support areas for the commercial use but shall not include any Residential Unit, or any lobbies, stairwells or walkways used primarily to access residential space. At the discretion of the Association, decks and other un-airconditioned space that are used on a regular basis for commerce may also be considered as part of the square footage and assessed at a reduced rate, depending on use. The Association in its reasonable discretion may determine the amount of assessed square footage for a particular Parcel and may make rules for calculating and rounding square footage. The Association may adjust or revise Allocated Interests if uses for the Parcel change.

3.2 Formation of the Association

All Owners are members of the Association.

3.2.1 Establishment; Membership. The Association shall be established under Florida law as a not-for-profit corporation responsible for the operation of a community that includes both residential and commercial property and is expected to be subject to Chapter 720, Florida Statutes. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

3.2.2 Voting.

(a) Voting Interests. Each Owner shall have a vote in the Association, with votes to be weighted in accordance with Allocated Interests. Fractional votes are permitted. As further provided in this Declaration and the Bylaws, certain votes will be conducted by Maintenance Zone, while other votes will involve the entire membership.

(b) Exercise of Vote. When more than one person holds an interest in a Parcel, all such persons shall be members. However, the number of votes for that Parcel shall not be increased, and the Owners must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural

person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

(c) Voting at a Meeting. Wherever used in this Declaration, approval by a majority or other proportion of the Owners refers to a vote in accordance with this Article, either at a properly called membership meeting or through a voting procedure established under paragraph (d).

(d) Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written ballot procedure, which may be conducted by mail, or by written consent without a meeting, without prior notice and without a vote. Voting or consents shall be in accordance with the Bylaws and statute.

(e) Consent in Writing. Where the Declaration specifies approval or consent in writing, or request in writing, by a majority or other proportion of Owners, then the necessary number is based on the Allocated Interests represented by the total membership of the Association or Maintenance Zone as applicable. For approval or consent in writing, an informational meeting for presentation of the measure and opportunity for discussion shall be held whenever reasonable under the circumstances, but a quorum is not required and signatures may be collected without a membership meeting or other voting procedure.

3.2.3 Board of Directors.

(a) Election. The Board of Directors shall consist of at least three people and shall be elected as provided in the Bylaws, subject to the Founder's rights under Part VIII. The Bylaws may provide for election at large, by Maintenance Zone, by neighborhood or by a combination of these methods.

(b) Board's Responsibility. Except as specifically provided in this Declaration or statute, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons. Wherever this Declaration provides that the Association may or shall take a particular action, such action is determined by majority vote of the Board, without the necessity of consent of the Owners, unless this Declaration or applicable law provides otherwise.

3.2.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Owner.

3.2.5 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Articles and Bylaws.

3.3 The Commons

The Association is responsible for maintaining the Commons, and has other maintenance responsibilities as described in this Article. The powers and duties are intended to be flexible, so that the Association can meet the needs of the community as it changes over time.

3.3.1 Ownership. The Association may own open space, recreational facilities, streets, rear lanes, parking lots and other commonly used portions of the community. Those common areas for which the Association is responsible are called the Commons. In most cases, the Association will hold title to the Commons in fee simple. In other cases, the Association's ownership may be in the form of easements, leases or other rights. As development progresses and improvements are completed, the Founder intends to convey certain property to the Association as Commons, and the Association shall be required to accept the conveyance. Unless prohibited by the Founder, the Association may maintain as Commons, and expend Association funds for maintenance of, such improved property that is intended to become Commons and is used as Commons but has not yet been conveyed to the Association.

3.3.2 Maintenance and Capital Improvements. The Association is responsible for the management, control and improvement of the Commons. At a minimum, it must keep the Commons clean and in good repair. The Association may also make capital improvements to the Commons and may modify the uses of the Commons. Any changes to the Commons must be approved in accordance with the architectural review standards of Chapter Four.

3.3.3 Use of Commons. Every Owner has, and is hereby granted, an easement for appropriate use and enjoyment of the Commons. This easement passes with title to the Owner's Parcel and is automatically extended to the family members, tenants or guests who reside on the Parcel or are accompanied by the Owner. The easement is subject to the Association's right of regulation in accordance with this Declaration and is also subject to any limitations that may be contained in the conveyance of that portion of the Commons to the Association.

3.3.4 Parks. Parks, hammocks, preserved wetlands, walkways and trails are intended to be neighborhood landmarks and focal points for neighbors to get together and enjoy the outdoors. Parks will be different in size, design and function. One park may be specifically designed as a dog park. The Association may limit use of the dog park to residents of the Community and their dogs. It is intended that members of the public will be welcome during daylight hours to parks (other than the dog park and portions of the Union Club that are reserved for use of residents of the Community), subject to reasonable regulation by the Association. If any of the parks within the Community are dedicated to the public, the Association may provide additional maintenance as part of the common expenses of the Association.

3.3.5 Environmental Stewardship. The Association is responsible for the protection of environmentally sensitive wetlands and other green space that is part of the Commons. In keeping with Oakland Park's recognition as a green sustainable community, the Association or its management company shall employ onsite specialists in the areas of ecology and landscape

architecture. Such specialists, who may be employed on a full-time, part-time or as-needed basis, should provide oversight of the operation and maintenance of the Commons and ensure proper stewardship of the green aspects of Oakland Park and the complex ecology of its wetlands.

3.3.6 Events and Festivals. Oakland Park is intended to be a vibrant community with activity that brings people together. The Foundation, the Association or the Founder (in accordance with Paragraph 8.1.3) may plan events for the Commons, including but not limited to the following examples:

- (a) Arts or crafts festivals.
- (b) Parades, block parties, concerts or other events intended to enrich and enliven the community.
- (c) Weddings, private parties and other private events.

The Board shall review and approve use of portions of the Commons for various events, such consent not to be unreasonably withheld. As part of these events, the entity planning the event may rent or assign space for pushcarts, kiosks, stands or temporary sales structures and may permit the erection of tents and banners. Such uses may be only for special events or on a recurring basis. However, other than where specified in this Declaration, no contract shall be for a period of longer than a year, including all renewal options. Any revenue to the Association from events is to benefit the Association, the Foundation or other charitable or community-enriching organization.

Safer Streets

When roads are built too wide, drivers naturally speed up. Communities often react with punitive measures, such as speed bumps or traffic tickets. As an alternative approach, streets in this community have been designed to encourage drivers to drive at safe speeds, and to make the streets compatible for cars, bikes and people on foot.

While properly sized streets are the primary method for calming traffic, other design choices also contribute to safe neighborhoods for children and other pedestrians. Some of these may not be readily apparent as traffic-calming measures. On-street parking is not just a convenience—it narrows the travel lanes and slows down traffic. If on-street parking were to be prohibited, the effective street width would be instantly increased, and traffic would speed up. Other traffic-calming measures include planting of street trees, building homes closer to the street, choice of paving materials and design and frequency of intersections.

Slower traffic saves lives. A pedestrian hit by a car going 20 mph survives 95% of the time. At 30 mph, the pedestrian's chances are about 50/50. Pedestrians rarely survive crashes at 40 mph.

3.3.7 Common Roads.

(a) Maintenance. The rear lanes and alleys and any streets within the Community that are not dedicated to the public or conveyed to the City, and those lanes, alleys and streets that are conveyed to the Association shall be known as the Common Roads and shall be maintained, repaired and replaced by the Association. The Association may also maintain as Commons the sidewalks and on-street parking, even if located within the public right-of-way or on a Parcel.

(b) Regulation. To the extent permitted by the controlling jurisdiction, the Association may make rules and regulations concerning driving and parking within the Community, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. If there is a problem with traffic or speeding in the Community, the Association shall consult with a traffic engineer familiar with traffic calming measures to determine the best way to improve the situation without blocking streets.

3.3.8 Common Landscaping. The Association shall maintain any landscaping or signage that is part of the Commons. Unless the Association establishes rules providing otherwise, the Parcel Owner shall be responsible for maintaining the landscaping between the Parcel and the street, including maintenance and replacement of any street trees. If the Owner fails to properly maintain this area, the Association may correct the problem as provided in paragraph 7.3.3. However, if it chooses to do so, the Association may establish a policy to maintain as Commons some or all of the street trees and landscaping between the sidewalk and the street, even if located within the public right-of-way or on a Parcel.

3.3.9 Swimming Pool. The Association shall manage, control and maintain the swimming pool, including setting hours of operation and other rules concerning pool operation. During the cooler months, the Association may elect to close the pool.

Notice concerning Natural Hazards

While the lake and swimming pool provide a great deal of enjoyment, they are also by nature hazardous, and living near water requires extra vigilance. Lifeguards will not be provided unless required by law. The Founder, its affiliates and the Association take no responsibility for drowning or other injuries related to the use of the lake or swimming pool.

From time to time, wildlife may pose a threat to people, pets and property. Feeding alligators and other potentially dangerous wildlife is prohibited as it may cause them to become more aggressive toward people. The Founder, its affiliates and the Association are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by wildlife.

Each Owner by acceptance of title to a Parcel accepts the above.

3.3.10 Lighting. The Association may purchase or lease, or lease to purchase, lighting for the streets and Commons from the local utility. Alternatively, the Association may enter into such agreements with the Founder or other entity if the lighting equipment to be provided meets the requirements of the Design Code and the terms are equivalent to or better than what is provided by the local utility.

3.3.11 Easements in Favor of the Association.

(a) Generally. To the extent reasonably necessary, the Association has, and is hereby granted, an easement over each Parcel for maintenance of the Commons. The Association also has, and is hereby granted, an easement with respect to any improvements constructed on the Commons that encroach on a Parcel, whether due to any minor deviation from the subdivision plat or the settling or shifting of any land or improvements.

(b) Stormwater Management. The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

3.3.12 Limitation. The Association shall use reasonable judgment in maintaining and regulating the Commons, but neither the Association nor the Founder makes any representation or assumes any liability for any loss or injury. The Founder and the Association make no representations concerning security and shall not be liable in any way for failure to provide services or quality of such services

3.3.13 Damage or Destruction of Commons by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

3.4 Maintenance Zones

Maintenance Zones are smaller areas within the Community of distinct building type or character. Maintenance Zones have special maintenance requirements, either for certain Commons used primarily by the Owners within the Zone, or for unified maintenance of Parcels within the Zone.

3.4.1 Designation. The Initial Property includes Maintenance Zones described on Exhibit E to this Declaration. Additional Maintenance Zones may be added later by supplemental declaration or designated by the Board in its reasonable discretion. A Parcel may be in more than one Maintenance Zone.

3.4.2 Maintenance Zone Advisory Councils. For each Maintenance Zone that has become established, the Board shall establish an advisory council from each Maintenance Zone of at least three Owners from that Maintenance Zone. A Maintenance Zone shall be considered established when at least 90% of the Parcels anticipated for the Maintenance Zone have received certificates of occupancy and been conveyed to Owners other than the Founder or a builder. The advisory council shall review and give suggestions for the annual Maintenance Zone budget, proposed services and any modifications to the Maintenance Zone. After the first such council, which shall be appointed by the Board, Owners from each Maintenance Zone shall elect subsequent councils as part of the regular Board election process. For those portions of the Community that have a condominium association or other incorporated association, that entity shall serve as the advisory council.

3.4.3 Maintenance Responsibilities and Expenses. Each Maintenance Zone has separate maintenance requirements and a separate budget. The Maintenance Zone budget will include the following as applicable:

(a) Commons. A courtyard, parking lot or other common area constructed in such a way that it is intended primarily for the use by the surrounding Parcels and not by all Owners within the Property may be a Maintenance Zone Expense. Unless specifically provided otherwise in the Supplemental Declaration or other instrument, rear lanes shall not be considered a Maintenance Zone expense but instead shall be part of the general assessments.

(b) Designated Maintenance Zone Expenses. Any Parcel maintenance that this Declaration, Supplemental Declaration or Amendment to this Declaration requires to be provided to a particular Maintenance Zone shall be included in the Maintenance Zone budget. For the Townhome Maintenance Zone, all expenses relating to Townhome maintenance and insurance shall be included in the Maintenance Zone budget.

(c) Capital Improvements. Any Maintenance Zone may, by sixty percent (60%) vote of the Owners within that Maintenance Zone and approval of the Board, vote to assess all Owners within the Maintenance Zone for capital improvements to Commons within that Maintenance Zone.

(d) Additional Services. Any Maintenance Zone may, by majority vote of the Owners within that Maintenance Zone and approval of the Board, vote to assess all Owners within the Maintenance Zone for maintenance or services in addition to those normally provided by the Association, including yard maintenance or other maintenance to the Parcel or Maintenance Zone Commons. Any service thus approved shall continue until revoked by majority vote of the Owners within that Maintenance Zone.

3.4.4 Allocation of Maintenance Zone Expenses. The Maintenance Zone budget will be assessed to and allocated to Owners within that Maintenance Zone according to Allocated Interests. However, the Association may by rule determine that when the Parcel comprises a single-family home (either detached or a townhome) plus an outbuilding, the portion of the Allocated Interest attributable to the outbuilding shall not be included for apportioning Maintenance Zone expenses.

3.4.5 Special Types of Maintenance Zones.

(a) Townhomes. Unless provided otherwise in the Supplemental Declaration or other instrument, each group of Townhomes of similar design, materials and time of construction shall be considered a Townhome Maintenance Zone. A Townhome Maintenance Zone may be designated at time of submitting the property to this Declaration or, if not so designated, the Board may determine in its reasonable discretion whether a building shall be considered a Townhome that requires unified maintenance and designate the boundaries of the Townhome Maintenance Zone. Townhomes are subject to special provisions in Part VI.

(b) Condominiums. If a condominium is established within the Community, the condominium shall be considered a Maintenance Zone. Unless otherwise agreed between the Association formed under this Declaration and the condominium association, the condominium association shall assume any Maintenance Zone responsibilities and expenses.

(c) Neighborhood Center. Commercial property within the Neighborhood Center may form a separate association, as further provided in Section 2.1 of this Declaration. In such an event, residential property within the Neighborhood Center may remain part of one or more Maintenance Zones under this Section 3.4. Until recording of a separate Neighborhood Center Declaration, the commercial property shall be part of one or more Maintenance Zones.

3.4.6 Other Maintenance Zone Associations.

(a) Intent. The system of Maintenance Zones is intended to permit efficient delivery of services based on property type without the formation of multiple incorporated sub-associations, other than the Neighborhood Center Manager and condominium associations, if any. However, Owners within a Maintenance Zone may determine in the future that they wish to seek the benefit of a separate incorporated association to provide services to that Maintenance Zone.

(b) Formation. Any Maintenance Zone may form an owners' association and adopt articles of incorporation and bylaws, if approved by written consent of sixty percent (60%) of the Allocated Interests within that Maintenance Zone, the Board of Directors of the Oakland Park Association and, if during the Development Period, the Founder. The documents so adopted shall be recorded in the public records as an amendment to this Declaration. Any association so created may be terminated, and the responsibilities resumed by the Oakland Park Association, by consent in writing of a majority of the Allocated Interests within that Maintenance Zone and approval of the Board of Directors of the Oakland Park Association.

(c) Operation. Upon creation, the new association shall assume the Maintenance Zone maintenance responsibilities and shall have the same rights to assess, collect and lien for assessments for Maintenance Zone expenses as provided to the Oakland Park Association. All Owners within that Maintenance Zone shall continue to be members of the Oakland Park Association, to pay Assessments for Oakland Park Association expenses, and to be subject to the terms of this Declaration.

3.5 Other Association Powers and Responsibilities

3.5.1 Landscape Maintenance, Irrigation for Parcels.

(a) Irrigation Systems. At present, the Community is required to use re-use water from the City of Winter Garden for irrigation. The City is expected to meter usage and charge a fee. If such agreement should ever be terminated, the Association may, but is not obligated to, provide irrigation water to some or all of the Parcels and assess the cost to the Owner as an Individual Parcel Assessment.

(b) Required Maintenance. Landscaping in Townhome Maintenance Zones is to be maintained as provided in Paragraph 6.1.4. As provided in Paragraph 3.3.3, the Association may require that Owners in any other particular Maintenance Zone contract for certain routine yard maintenance, or a Maintenance Zone may choose to contract for yard maintenance for all Owners within that Maintenance Zone. The cost of such service shall be assessed to the individual Parcel Owner as an Individual Parcel Assessment.

(c) Optional Service. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

3.5.2 Additional Powers. In addition to the specific powers provided in this Declaration, and to the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) water, sewer, electrical, telephone, cable television or other utility services; garbage and trash collection and disposal;

- (b) insect, pest, feral animal and wildlife control; improvement of vegetation, fishing and wildlife conditions; lake and forestry management, pollution and erosion controls;
- (c) emergency rescue, evacuation or safety equipment; fire protection and prevention; roving patrols within the Community;
- (d) newsletters, electronic communication or other information services;
- (e) in addition to that provided under Paragraphs 3.3.4 and 3.3.6, maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Community if its deterioration would affect the appearance of or access to the Community; and
- (f) any other service allowed by law to be provided by a community association organized as a not-for-profit corporation.

The Board may, by majority vote, initiate any of the above services. If requested by petitions signed by at least 10% of the Owners, a membership meeting shall be called and, if a quorum is present, the offering of the additional service under this Paragraph 3.5.2 shall be repealed by majority vote of the Owners. For three years after such a repeal, the Board may not reinstitute the service unless also approved by majority vote of the Owners.

3.5.3 Contracts. The Association may contract with any party, including the Founder, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Parcel Assessment as applicable.

3.6 Insurance and Casualty

Insurance is essential to protect the interests of the various Owners and to assure that funds will be available for rebuilding after a casualty. However, because insurance costs may increase significantly or new types of coverage made available, this Article gives flexibility to the Board to select insurance coverage that is reasonable for the conditions that exist at that time.

3.6.1 Review of Coverage. At least once each year, the Board should review types of insurance and terms and limits of coverage for insurance held by the Association. Changes in replacement costs or anticipated liabilities can make old insurance inadequate. In rare cases, if coverage becomes too expensive, the Association may make a decision to drop certain coverage or to take a higher deductible. In any event, the Board is expected to exercise the “prudent person” principle in determining how to deal with insurable risks of the Association.

3.6.2 Types of Insurance. The following are examples of insurance the Association should consider:

(a) Property Insurance. The Board should consider whether the Commons includes structures or other improvements that can and should be insured against loss. Certain improvements, such as green space or landscaping, may not be insurable. However, buildings or other structures usually are insurable. The Board shall obtain property insurance for insurable improvements unless the Board determines that the cost is unreasonable and the Board adopts a plan for self-insurance. If the Board obtains insurance, endorsements for fire and extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage should be in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy or "agreed amount" insurance should be obtained.

(b) Public Liability. The Board may obtain public liability insurance in such limits as the Board determines, insuring against liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining the Community. At the Board's discretion, such coverage may include easements, such as walkways.

(c) Director Liability Insurance. The Board may obtain liability insurance insuring against loss for actions taken by members of the Board, officers of the Association and advisory members in the performance of their duties. The Board may also obtain fidelity insurance or bonding for Board members, officers and employees.

(d) Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

Whenever practical, insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement, which prevents the insurer from denying the claim of an insured because of negligent act of other insureds.

3.6.3 Mortgagee Requirements: Despite anything to the contrary in this Declaration, the Association shall obtain property insurance for insurable improvements on the Commons, and shall obtain liability insurance on the Commons in amounts sufficient to meet FNMA, HUD and VA requirements as applicable.

3.6.4 Individual Insurance Coverage. Townhomes shall be insured as provided in Section 6.2. Condominiums shall obtain insurance as required by their declarations and statute. All other Parcel Owners shall obtain property insurance for full replacement value of improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance.

3.6.5 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair of the improvements. The Board may restore the Commons to substantially original condition or may improve or modify the design or use. The reconstruction may be considered a substantial Capital Improvement in accordance with Paragraph 4.1.5 only if and to the extent that it modifies the original purpose of the Commons, in which case insurance proceeds shall be considered as if they were assessments. The Board shall obtain funds for reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Townhomes and Condominiums. The provisions concerning Townhomes are found in Part VI. Condominiums shall be repaired as provided by the condominium declaration.

(c) Other Parcels If fire, severe weather or other loss damages or destroys a building or any other improvements on a Parcel, the Owner is required to restore the property as follows:

(i) Clean-Up. The Owner of the Parcel shall immediately clear and secure the Parcel. If the Owner fails to clear and secure a Parcel within 30 days after a loss, the Association may, in accordance with the provisions of paragraph 7.3,3, remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

(ii) Rebuilding. The Owner shall proceed to rebuild and restore the improvements within six months of the loss and shall continue such improvement until completion without undue delay. The improvements shall be restored to the plans and specifications existing immediately prior to such damage or destruction, unless the Owner submits, and the ARC approves, other plans. If an Owner fails to begin rebuilding within the time allowed or abandons reconstruction, then the Association has the right but not the obligation to purchase the Parcel at 80% of fair market value. The reduction in value is intended to allow the Association to market and resell the Parcel to an Owner who will restore the property.



Part IV:

Budget, Assessments

- 4.1. Association Budget
- 4.2. Obligation for Assessments

4.1 Association Budget

To fulfill its obligation to maintain the Commons and other maintenance obligations under this Declaration, the Board is responsible for the fiscal management of the Association.

4.1.1 Association Expenses. The Board shall adopt a budget for management of the Association, insurance (other than coverage for the Townhome Parcels or other Maintenance Zone expenses), Common Roads and landscaping that are not part of a Maintenance Zone, legal and accounting services and other generalized expenses of the Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements and conservation easement areas, and for maintenance of rights-of-way as required under the Right-of-Way Easement Agreement described in Section 2.6. The Association budget shall be assessed to all Owners, including Owners in those Maintenance Zones that have created separate associations under Paragraph 3.4.6, and shall be divided according to Allocated Interest.

4.1.2 Maintenance Zone Expenses. Except for those Maintenance Zones that have created separate associations under Paragraph 3.4.6, the Board shall adopt a separate budget for each Maintenance Zone for Maintenance Zone expenses. The Board shall consult with the Maintenance Zone Advisory Council concerning the Maintenance Zone budget.

4.1.3 Budget Process.

(a) Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

(b) Budget Items. For both the Maintenance Zone and general budgets, the budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association

and, as further provided in Paragraph 4.1.4, for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the Association, accounting services, legal counsel and other professional services may also be included in the budget.

(c) Approval. The Board shall review and approve the budget prior to the beginning of the fiscal year for which it applies in accordance with the Bylaws. If General Assessments are to be increased to greater than 115% of the previous year's General Assessment, and petitions signed by at least 10% of all Owners request review within thirty (30) days after the budget is delivered to Owners, the Board shall call a membership meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Owners present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Owner.

(d) Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under subparagraph (c) above, shall not waive or release a Owner's obligation to pay General Assessments whenever the amount of such assessments is finally determined. In the absence of an annual Association budget each Owner shall continue to pay the assessment at the rate established for the previous fiscal period until notified otherwise.

4.1.4 Accounts, Reserves and Deferred Maintenance.

(a) Generally. The Association shall establish those accounts required by the City of Winter Garden, as described in Section 2.6, and any reserves required under Chapter 720, Florida Statutes. Whether or not required, it is recommended that the Association establish reserves for deferred maintenance, which are significant expenses that occur infrequently (in most cases, no more frequently than every five years). It is also recommended that the Association establish reserves for clean-up and landscape repair that may be needed after storm damage and that is not covered by insurance. Without sufficient reserves, the Association will be required to levy a Special Assessment when these major expenses arise. Costs which reoccur more frequently or which are less expensive can probably be handled as an ordinary expense, although reserves may be established for these costs as well.

(b) Maintenance Zone Reserves. Reserves shall be kept separate by Maintenance Zone. The Townhome Maintenance Zone should reserve for roof replacement and building painting as provided in Paragraph 6.1.7.

(c) Using Reserves. When it is time to perform deferred maintenance, the Board can authorize use of the appropriate reserve fund. Reserve funds are an estimate; sometimes one reserve fund will have excess funds, while another will not have enough. If specifically authorized by the Board, reserves set aside for one purpose may be used for another purpose. *For instance, money set aside for repainting may be used for re-roofing a building.* However, the

Board shall not use reserve funds from one Maintenance Zone for another Maintenance Zone's expenses.

(d) Calculating Reserves. The amount of reserve required is based on the life expectancy of the item, its replacement cost, and the amount of money already in the fund. Once the amount of the reserve is determined, the reserve funds should be included in the budget and funded each year from General Assessments.

(e) Investing Reserves. Although separated for the Association's internal bookkeeping purposes, the various reserve funds can be deposited in a single bank or investment account, to be invested in a prudent way. Because the reserves are the Association's savings, reserves must be kept in an account separate from the Association's operating account and must require more than one signature to be accessed.

(f) Excess Reserves. If there is an excess of reserves at the end of the fiscal year, the Board may decide to reduce the following year's assessments for reserves. If the Board, by two-thirds vote, determines that a reserve is no longer necessary for its original purpose, it may assign all or part of the funds to a reserve for another purpose, or allocate the funds to the operating account. Reserves for a particular Maintenance Zone shall only be allocated to that Maintenance Zone.

4.1.5 Capital Improvements. The Board may authorize Capital Improvements to the Commons and include the cost in the budget. If the Capital Improvement is considered substantial, it must also be ratified by a majority of the Owners. A Capital Improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the annual budget, or if, when added to other Capital Improvements for the fiscal year, totals more than ten percent (10%) of the annual budget. However, any repair or replacement of existing improvements with materials of similar price and utility is not a Capital Improvement. If the Owners approve the substantial Capital Improvement, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. Approval of the Architectural Review Committee is required for all Capital Improvements, as well as for repair or replacement that is not considered a Capital Improvement but which uses materials other than that originally approved.

4.1.6 Individual Parcel Expenses. Certain services may be provided by the Association but are to be assessed to the affected Parcels rather than be included in the Maintenance Zone budget. Where such services can be reasonably estimated in advance, the Association may budget for such expenses and assess the cost in advance to the affected Parcels, including the establishment of reserves.

4.2 Covenants for Maintenance Assessments

The cost of fulfilling the Association's financial obligations is divided among the Owners by means of Assessments. To assure the Association of a reliable source of funds and to protect

those Owners who contribute their equitable share, assessments are mandatory and are secured both by a lien on the Parcel and the Owner's personal obligation.

4.2.1 Obligation for Assessments. The Founder, for each Parcel owned within the property submitted by this Declaration or Supplemental Declaration to the Community, hereby covenants, and each Owner of any Parcel by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments"):

- (a) General Assessments for expenses included in the budget for general Association expenses,
- (b) Special Assessments for the purposes provided in this Declaration,
- (c) Maintenance Zone Assessments, and
- (d) Individual Parcel Assessments for any charges particular to that Parcel,

together with a late fee and interest, as established by the Board, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

4.2.2 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such assessments become due and may provide for collection of assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founder. The initial Assessment on any Parcel subject to assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the prorated share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

4.2.3 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four succeeding years as follows:

(a) Capital Improvements. A Special Assessment may be levied for a Capital Improvement. If the Capital Improvement is considered substantial, it must first be approved by Owners in accordance with Paragraph 4.1.5.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay (including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

4.2.4 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel or any other charges designated in this Declaration as an Individual Parcel Assessment.

4.2.5 Fees Due Upon Property Transfers.

(a) Association Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founder or a builder for sale to an Owner, and upon each subsequent resale, the Owner shall contribute to the Association three months' assessments or \$250, whichever is greater. This contribution may be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association, for providing initial working capital for the Association and for other expenses, and shall not be considered as a pre-payment of assessments. If not paid at closing, the Association Contribution may be collected as an Individual Parcel Assessment.

(b) Foundation Contribution. As further provided in Section 2.4, a contribution to the Foundation is required upon each conveyance.

(c) Exempt Transactions. The Association Contribution and Foundation Contribution are not required to be paid by a Mortgagee who acquires title as the result of a foreclosure or deed in lieu, but shall be paid by a third-party purchaser at foreclosure or upon the conveyance by the Mortgagee to a subsequent Owner. Transfers from the Founder to an affiliate are not subject to the Association Contribution or the Foundation Contribution. Inheritance, or transfers made by an Owner to a trust, limited liability company or other entity, which is not made for value and is made as part of an estate plan, shall be exempt.

4.2.6 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel.

(b) Creation of Lien. The Assessment Charge shall also be charged on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall

secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid.

Notice to Purchasers concerning Transfer Fees and Unpaid Assessments

Each transfer of title is subject to a contribution to the Association, as described in paragraph 4.2.5, and a contribution to the Foundation, as described in paragraph 2.4.2. If you are buying a Parcel, you will normally be the one to pay these fees, unless you and the seller have agreed otherwise. If the fees are not paid at closing, they will become a lien on the Parcel.

If there are any Assessments unpaid on the Parcel, you will automatically become liable for those Assessments when you accept a deed. **You should contact the Association before purchasing a Parcel to make sure no Assessments are owed.** You should also inquire about Special Assessments which may have been assessed but which are not yet owed.

The treasurer of the Association, upon request of any Owner or contract purchaser, will furnish a certificate stating whether assessments are paid to date by that Owner and whether any Special Assessments have been levied. Such a certificate, when co-signed by at least two officers of the Association, may be relied upon by a good faith purchaser or mortgagee. Alternatively, the Board may delegate to the Association's management company the responsibility for preparing and executing such certificates.



Part V:

Design Review

- 5.1 Design Code and Town Architect
- 5.2 Review Process for Original Construction
- 5.3 Time Limit for Original Construction
- 5.4 Review Process for Modifications
- 5.5 Enforcement

5.1 Design Code and Town Architect

The Design Code communicates the elements that are essential for creation of a special place, guiding both the construction of original improvements, and later modifications. It establishes the placement of the buildings on the lot so that the streets are properly framed, and it regulates the design of the buildings as well. Through application of the Design Code, different architects, builders and owners can create varied buildings within a unified framework.

5.1.1 Establishment of Design Code. Founder hereby establishes the Design Code for Oakland Park. The Design Code shall set standards for the Commons and for all aspects of the Parcel visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the lot, fences, drainage, paving and landscaping, antennas, signage and all finish materials and colors. The Design Code may also regulate the type, placement and number of residential or business units that may be constructed on a Parcel. Although the Design Code does not need to be recorded to be effective, the Founder or the Association may at any time record the Design Code, or any amendment to the Design Code, in the public record as an additional exhibit to this Declaration.

5.1.2 Town Architect. Oakland Park is to have a Town Architect, whose job it is to understand, interpret and, when necessary, modify the Design Code. During the Development Period, the Town Architect is appointed by the Founder and serves at its pleasure. After the Development Period, the Town Architect is appointed by the Board of the Association and serves at its pleasure. The Town Architect must have a professional degree in architecture, landscape architecture or urban design from an accredited university or comparable qualifications. If the individual is not licensed as an architect in the state of Florida and if necessary to comply with state law concerning licensure of architects, the Town Architect may be known as the “Town Planner” or other such term adopted by the Board but shall have the same rights and responsibilities under this Declaration.

5.1.3 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, retail, office, restaurant or other commercial use or a mixture of uses, shall be determined based on the Design Code and applicable zoning, including PUD approvals. At the Founder's discretion, the Founder may record the determination of permitted uses at any time up to and including the time of conveyance of the Parcel to someone other than the Founder. Uses may be revised by modification of the Design Code in accordance with Paragraph 5.1.4; however, no such modification shall prohibit a legally existing use without the Owner's consent.

5.1.4 Modification of the Design Code. The Town Architect may revise the Design Code from time to time. Such changes require approval of the Founder during the Development Period. After the Development Period, the Board of Directors of the Association by two-thirds vote may approve modifications to the Design Code. If requested by petitions signed by at least 10% of the Owners, a membership meeting may be called and, if a quorum is present, the modification to the Design Code shall be repealed by majority vote of the Owners.

5.1.5 Environmental Standards. The Design Code requires environmentally sound design, construction and materials. This includes compliance with standards for Green Home Certification adopted by the Florida Green Building Coalition.

5.1.6 Applicable Governmental Codes. It is the intent of the Founder that the Design Code be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Code.

5.1.7 Trees. The cutting, removal or intentional damage of existing trees (including excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) is strictly regulated under the Design Code.

5.1.8 Signage. No sign, advertisement or notice of any type (other than building permits) shall be erected or displayed on any Parcel unless specifically permitted by Design Code.

5.1.9 Sports Equipment. Swing-sets, climbing structures and other play structures must be approved in advance. Play structures must be kept in good repair and their location may be limited, in accordance with Design Code, to screen them from view. The Design Code may regulate or prohibit large play structures such as skateboard ramps that are visible from outside the Parcel. The Design Code may prohibit basketball hoops, whether permanently installed or movable.

5.1.10 Temporary Structures. The Design Code may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. During parties and other special events, the Board may approve the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Community. The Founder may permit construction trailers and other temporary structures during construction.

5.1.11 Satellite Dishes and Antennas. The Design Code regulates the placement, size and appearance of satellite dishes, antennas or other types of communication or electronic devices subject to federal law. In accordance with federal law, satellite dishes over one meter are prohibited.

5.1.12 Lights, Holiday Displays. The Design Code regulates the type and placement of exterior lighting, both as part of the original approval process and any later installations. The Design Code or the Association may regulate holiday lighting and other holiday displays (including without limitation color and amount), may restrict the days in which the lights and decorations may be displayed and may require their removal during other times of the year.

5.1.13 Drainage, Erosion. All plans must comply with applicable drainage, water conservation, erosion control and stormwater detention requirements.

5.1.14 Commons. Although this Part V refers to “Parcels” and applies primarily to private property, it also applies to modification of the Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), reconstruction or repair after a loss, modification of any existing structure, or any material alteration of the landscaping or topography of any Commons, must be approved in advance under this Part V.

5.2 Review Process for Original Construction

This Section applies to new construction, as the community is being shaped and formed. The rights in this section are reserved to the Founder during the Development Period. However, the Founder may form a design review board to review applications. After the Development Period, these rights are automatically assigned to ARC.

5.2.1 Construction Subject to Review.

(a) Approval Required. All modifications to the undeveloped lot, including without limitation clearing, grading, building construction, paving and landscaping, must be approved by the Founder. No tree or land clearing or grading or any construction is permitted on any Parcel until the Founder has reviewed and approved construction plans and specifications.

(b) Modifications. Once a plan is approved, any modification to that plan prior to or during construction must also be reviewed and approved by the Founder. After completion of the initial construction, including landscaping, any modifications to the Parcel are to be reviewed as described in Section 5.4. However, the addition of a fence or other improvements within two years of the receipt of a Certificate of Completion and Release as described in Paragraph 5.2.5 shall be considered part of the original construction, unless the Founder declines review, in which case the improvement shall be subject to Section 5.4.

5.2.2 Standard for Review.

(a) Generally. Applications are approved based upon compliance with the Design Code in effect at the time of the submittal, compatibility with surrounding Parcels and Commons and overall quality of design. Although the Design Code shall be specific in its requirements, it is recognized that an application may occasionally meet the technical requirements but be poorly proportioned or have other aesthetic defects. If the Founder rejects an application due to overall design quality, despite compliance with Design Code, the Founder shall make suggestions for improving the design.

(b) Variances. The Founder may occasionally grant a variance from Design Code based on existing topographical or landscape conditions, existing trees, accessibility needs or architectural merit, but the granting of such a variance shall not be deemed a precedent for other variances.

(c) Tree Protection. The cutting, removal or intentional damage of existing trees (including excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) is strictly regulated under Design Code.

(d) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. All plans must comply with applicable drainage, water conservation, erosion control and stormwater detention requirements. If the Founder notes noncompliance, the Owner will be required to make the necessary changes. However, the Founder is not responsible for the construction's compliance with governmental requirements.

5.2.3 Review Procedure.

(a) Applications. The Founder may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Founder may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(b) Notification. The Founder shall make best efforts to notify the applicant of its decision within the time allowances set out in its design approval process handbook. However, a delay in reviewing an application shall not be deemed consent to construction unless the delay exceeds 45 days from submittal of the application and the applicant notifies Founder in writing, receipt acknowledged by Founder, that failure to respond within ten days shall be deemed approval. If approval is given, construction of the improvements may begin.

(c) Construction; Inspection. All construction must comply with the submitted plans. The Founder or its agent may inspect the property during construction but has no obligation to make any such inspection.

(d) Interior Plans. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review except as necessary to comply

with Green Home Certification as provided under paragraph 5.1.5. However, construction drawings are required as part of the review process to assist in interpreting the design.

5.2.4 Approval of Architects, Builders.

(a) Generally. The creation of the streetscape depends on the quality of design and construction, and adherence to the Design Code. Approval of architects and builders is necessary to assure quality construction and a reasonable spirit of cooperation. Once granted, approval status may be reviewed and revoked or extended from time to time based on actual performance.

(b) Architects. Architects must be approved by the Founder before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Code.

(c) Builders. Builders must be approved by the Founder before building in the Community. Approval shall be based on various considerations, including willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in the Community.

(d) Guilds. Architects and builders may be required to participate in an architects' or builders' guild, the purpose of which is to share information and improve techniques. The Town Architect shall administer any such guilds.

5.2.5 Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications, the Founder shall issue an Inspection Report. The Report shall describe any areas of deficiency that need to be corrected. All fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. Upon correction of all deficiencies, the Owner may apply for a Certificate of Completion and Release in recordable form.

5.2.6 Liability. The Founder and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Founder of an application shall not constitute a basis for any liability of the Founder for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

5.2.7 End of Development Period. After the Development Period, all of the Founder's rights under this Section 5.2 shall be automatically assigned to ARC. The Founder may assign all or

some of these rights sooner but is not required to do so. Any Parcel Owner who owns a Parcel at the time of the termination of the Development Period but who has not yet constructed a building shall be permitted to build improvements that are substantially similar to those permitted during the Development Period.

5.3 Time Limit for Construction

To allow for neighborhood development and to discourage speculation which results in empty lots, the Owner of a Parcel must begin construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Founder, within a limited period of time as described in this section, unless the deed or other recorded instrument from the Founder releases or modifies the restriction as to that Parcel.

5.3.1 Construction Time Limit.

(a) Requirement. Owner shall begin construction of the primary building on the Parcel no later than the Required Commencement Date and diligently pursue construction until completion, including landscaping. This agreement is part of the consideration Owner has paid for the Parcel. Owner must submit plans and begin the architectural review process in sufficient time to begin construction on time.

(b) Required Commencement Date. Unless otherwise specified on the deed or other recorded instrument executed by Founder, the “Required Commencement Date” shall mean one year from the date of the deed conveying the Parcel from the Founder to the first Owner other than the Founder or its designated affiliates.

(c) Start of Construction. Construction shall be considered to have begun when the foundation is laid. The lot shall not be cleared until immediately before the start of construction.

(d) Continuous Construction. Failure to make significant progress during any thirty-day period or to complete the primary building within eighteen (18) months from the start of construction shall be considered a failure to diligently pursue construction under (a), except in the case of extreme material shortages, extreme weather conditions or other significant matters beyond the builder’s control.

(e) Holder of Rights. The right to enforce this Section 5.3 is held originally by the Founder, who may assign these rights at any time to the Architectural Review Committee or to the Association. The time limit for construction does not apply to any Parcels held by the Founder or its designated affiliates.

(f) Completion, Release of Restriction. Upon completion of a primary building in accordance with this section and completion of all required landscaping and other improvements, an Owner may apply to Founder for a “Certificate of Completion and Release” in recordable

form. Construction of an outbuilding without construction of a primary building fails to satisfy this requirement.

5.3.2 Enforcement.

(a) Events of Default. If Owner fails to comply with the requirements of Paragraph 5.3.1, then Founder shall have the right, but not the obligation, to repurchase the Parcel for the Repurchase Price defined in the following subparagraph. These rights shall be in addition to the Founder's rights of enforcement under Paragraph 9.4.4 and Section 5.5.

(b) Repurchase Price. The Repurchase Price shall be equal to the amount paid by the Owner of the Parcel (or Owner's predecessor(s) in title) to Founder for the original purchase of the Parcel or the current fair market value of the unimproved Parcel, whichever is less, plus the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the Founder. Any mortgage or lien on the Parcel and all closing costs for the repurchase, along with a resale fee of 10%, shall be deducted from the amount paid to Owner by Founder.

(c) Time of Exercise. Unless Owner has obtained a Certificate of Completion and Release as provided in Paragraph 5.2.5, and except as provided in Paragraph 5.3.3, Founder may exercise its rights against Owner at any time up to four years after the Required Commencement Date. Founder may preserve its enforcement rights by bringing suit or recording, within four years after the Required Commencement Date, a lien or other notice of its intent to exercise its rights.

5.3.3 Subordination to Mortgage.

(a) Effect. Founder agrees to subordinate its right of repurchase to a Mortgagee under the terms of this section, which shall be effective whether or not noted in the deed. A Mortgagee in accepting a mortgage on a Parcel subject to this right of repurchase agrees to these terms. Except as described in this section, Founder's right of repurchase shall not be subordinate to any other encumbrances.

(b) Assumption of Mortgage. If Founder exercises its right of repurchase while Mortgagee's mortgage encumbers the Parcel, Founder shall take the Parcel subject to the mortgage, and Mortgagee in granting a mortgage subject to this right of repurchase agrees to allow Founder to assume the mortgage.

(c) Mortgage Foreclosure. If Mortgagee files a foreclosure of its mortgage or accepts a deed in lieu of foreclosure before the Required Commencement Date or within three years thereafter and a release and satisfaction has not been recorded as provided in Paragraph 5.3.1(d), Founder shall be notified of the foreclosure action or conveyance. Founder's rights of enforcement under Paragraph 5.3.2 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the Parcel subject to subparagraph (d) immediately below.

(d) Extension. If Mortgagee has acquired title through a foreclosure action or a deed in lieu, then Mortgagee may give notice to Founder that it wishes to extend the Required Commencement Date or, if construction has begun, extend the time for construction. Founder shall be given thirty (30) days after such notice from Mortgagee in which to exercise a repurchase right by payment to Mortgagee of the foreclosure judgment (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage at the time of foreclosure or deed in lieu. Founder may exercise such rights whether or not the conditions for default under Paragraph 5.3.3 are met at the time the notice is given. If Founder does not exercise its repurchase right, then Founder shall grant, in recordable form, an extension of the construction period as follows:

- (i) If construction of the primary building has not begun, the new Required Commencement Date shall be two years from the foreclosure judgment or deed in lieu.
- (ii) If construction of the primary building has begun, Mortgagee shall be allowed six months from the date of the foreclosure judgment or deed in lieu to contract with a builder and to receive approval for any modifications to the approved plans and specifications. Mortgagee or Mortgagee's assignee must then diligently pursue construction until completion, including landscaping.

Subject to the extended dates, Founder's rights of enforcement under Section 4.3 shall continue as a restriction on the Parcel.

(e) Mortgagee. As used in this section, a "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and FannieMae, HUD, FHA, VA or similar agency.

5.3.4 Resale Restriction; Right of First Refusal. If Owner has not completed a primary building on the Parcel in accordance with approved plans and specifications prior to reselling the Parcel, the Parcel shall remain subject to the requirements and remedies set out in this Section 5.3. The requirement to begin construction and timely complete construction shall continue to run from the original deed, unless the Founder in Founder's sole discretion agrees to an extension or the Required Commencement Date has been adjusted under Paragraph 5.3.3 (d). In the event of such a proposed sale, Founder shall have a right of first refusal to repurchase the Parcel on the same terms and conditions as Owner intends to sell. Founder shall have five (5) business days from receipt of Owner's written notice to notify Owner whether Founder will exercise its right. If Founder does not exercise its right, then Owner may sell the Parcel to another purchaser, but only for the same price and terms offered to Founder. If Owner does not consummate that sale, Founder's right of first refusal applies to all subsequent offers. Founder's right of first refusal shall automatically terminate four years after the Required Commencement Date.

5.4 Review Process for Modifications

Oakland Park will not be frozen in time. Homes are enlarged to suit a growing family. A tree falls and must be replaced. Children clamor for swing sets. A puppy requires a fenced yard.

The questions surrounding modification review concern not just design but compatibility with the adjacent properties. The review process ensures that as Oakland Park matures, it continues to follow the vision set out in Design Code.

5.4.1 Architectural Review Committee.

(a) Establishment. The Founder shall initially establish the Architectural Review Committee to review modifications under this Article. The ARC established by the Founder shall operate as an agent of the Founder and not as a part of the Association. At the end of the Development Period or upon voluntary turnover by the Founder, whichever occurs sooner, the ARC shall become a committee of the Association. From that time forward, the Town Architect shall have one seat on the ARC, with the remaining seats to be filled by the Board. Members of the Board may sit on the ARC. The Architectural Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

(b) Procedures. Plans and specifications for review shall be submitted in the form and number required by ARC. ARC may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Maintenance Zone Input. The applicable Maintenance Zone Advisory Council or Maintenance Zone Association shall be notified of any application concerning that Maintenance Zone. A representative designated by the council or association shall be entitled to be review the application, to comment upon the application and to be present at any meeting regarding the application.

(d) Fees. The Board shall set the Architectural Review Committee's review fees to cover all or part of the expected cost of its operation and shall fund any deficit. Fees shall not be intended to create a surplus, other than an ordinary operating capital fund for the Architectural Review Committee to which any excess fees shall be contributed.

(e) Inspection. ARC or its agent may inspect the property during construction but has no obligation to make any such inspection.

5.4.2 When Approval Required. Other than for Townhomes, as provided in Paragraph 5.4.4, review is not required to repaint with originally approved paint and colors, or to replace the roof or other components with duplicates of those originally approved, unless ARC has previously notified the Owner in writing that replacement with the original colors or materials will not be permitted. Any other modification of the main building, outbuilding, landscaping and all other parts of the Parcel visible from outside the Parcel must be approved in advance of performance

of any work, Once construction begins, all construction must comply with the approved plans and specifications, and any changes to the plans must be reviewed and approved.

Modifications Requiring Approval

Modifications requiring approval include but are not limited to the following:

- Materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- Landscaping, grading and any removal or substantial pruning of trees or plants;
- Privacy walls or other fences and gates, driveways, walks, patios and other ground surface materials;
- Antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- Fountains, swimming pools, whirlpools or other pools, awnings, flower boxes, shelves, statues or other outdoor ornamentation and window coverings visible through the window;
- Signage of any type; and
- Play equipment, whether or not secured, such as tree houses, pools, skateboard ramps, basketball hoops and swing sets.

The listing of a category does not imply that such construction or use is permitted.

5.4.3 Standard for Review. The Standard for Review shall be the same as for original construction under Section 5.2.2, which is hereby adopted for and applied to the ARC. In addition, in considering modifications the ARC shall put emphasis on compatibility with the surrounding area as it exists at the time of the application, and can consider whether the scale of the proposed improvements is in keeping with the surrounding Parcels.

5.4.4 Townhomes.

(a) Modification by Owner. Because the Townhomes are intended to have a uniform appearance and are to be maintained by the Association, the ARC must review any maintenance, repair or replacement of any part of the exterior of a Townhome Parcel by an Owner, even with materials and colors identical to those originally approved. Owners may not be permitted to enlarge or enclose space or to make any other changes in the exterior appearance of (i) the building, or (ii) the yard if the Association elects to maintain or yard as set forth in Section 6.1.4(b)(ii) below. In addition to review by the Architectural Review Committee, the Board and the Townhouse Advisory Council must approve any private antenna, satellite dish or other structure to be placed on the roof to assure that the roof will not be damaged.

(b) Modification by Association. If the Association wishes to make any maintenance, repair or replacement of any part of the exterior of a Townhome Parcel or Parcels other than with materials and colors originally approved, then the ARC must review and approve such change. In such an instance, the ARC shall notify the Townhome Maintenance Zone Advisory Council and obtain its advice concerning the modification, but the ARC is not bound by such advice.

5.4.5 Builders. ARC may establish review and approval process for builders and other contractors. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations, to properly contain and dispose of construction debris, and to build in accordance with the approved plans and specifications.

5.4.6 Limitation. ARC and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by ARC of an application shall not constitute a basis for any liability of the Founder, or members of the ARC, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any contractor or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

5.5 Enforcement.

5.5.1 Generally. If any construction or installation is begun which has not been approved or which deviates from approved plans and specifications, the Founder (for original construction) or Association (for modifications) may approve any combination of the following actions:

- (a) Require the Owner to resolve the dispute through binding arbitration,
- (b) Seek an injunction requiring the Owner to immediately stop construction and remove or correct any improvements that are not in compliance with approved plans.
- (c) Bring suit seeking other remedies, including any combination of damages, specific performance, declaratory decree and/or permanent injunction or other remedy at law or in equity.

If the Founder or Association brings suit and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the Founder or Association as applicable shall also be awarded reasonable attorney's fees and costs, even if the relief requested is not granted.

5.5.2 Deposit, Fines. The Founder (for new construction) or Association (for modifications) may require the builder or Owner to post a deposit from which the Founder or Association as applicable may deduct fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

5.5.3 Tree Protection. Improper cutting, removal or intentional damage to existing trees is subject to fines as set by the Founder or Association as applicable, plus a requirement that the tree be replaced with one or more of approved species and size.

5.5.4 No Waiver. Failure to enforce any provision of this Declaration, the Design Code or construction rules shall not be deemed a waiver of the right to do so at any time thereafter.



Part VI: Townhomes

- 6.1 Townhome Maintenance
- 6.2 Townhome Insurance
- 6.3 Loss and Reconstruction

This Part VI shall apply only to Townhomes.

6.1 Townhome Maintenance

Townhome Parcels are individually owned but, because of their structure, need to be maintained in a uniform fashion and require special maintenance provisions.

6.1.1 Maintenance Zones. Each Townhome Maintenance Zone shall have a separate budget.

6.1.2 Roof. The Association shall be responsible for maintenance of the roof deck, surface, flashing and gutters, if any, on all Parcels in the Townhome Maintenance Zone. The Association shall not be responsible for maintenance of the framing. Owners shall promptly report to the Association any water leakage in any Townhome or any other damage to the roof. The Association shall replace a roof when either of the following shall occur:

(a) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or

(b) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof.

If the roof does not need to be replaced but is causing water leakage into any townhome or the Association otherwise determines that a roof requires repair, then the Association shall make all necessary repairs. If the Association determines that a roof does not need to be repaired, the Owner of the Townhome Parcel directly underneath the damaged portion shall have the right to repair the roof with matching materials.

6.1.3 Exterior Maintenance.

(a) Association Responsibility. The Association shall maintain exterior wall surfaces and exterior trim of Townhomes. Such maintenance shall include repair and replacement as necessary, and painting, pressure washing or other cleaning as determined by the Board.

(b) Owners' Responsibility. Each Owner shall care for and maintain at the Owner's expense the interior of the Townhome, structural beams and any other structural element of the Townhome, doors, garage doors and windows and all other portions except those specifically required to be maintained by the Association.

(c) Porches. The Association shall maintain any porch railings. However, the Owner shall be responsible for maintaining the horizontal porch surface and keeping the porch clean.

(d) Party Walls. A party wall is a structural, fire-rated wall between two adjacent Townhomes that provides structural support for each of the Townhomes. Damage to the party wall could impair the structural integrity of more than one Townhome. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Townhome faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Parcel or the wall itself. The adjacent Owners shall share the cost of any other repairs to the party wall equally. Each Owner grants to the Owner of each adjacent Parcel an easement to use and maintain the party wall between them.

(e) Outbuildings. The Association shall maintain, repair and insure outbuildings, such as garages, in the same manner as the primary structure.

(f) Interpretation. The Board may make and consistently apply reasonable rules interpreting these provisions to determine which portions of the Townhome Parcel shall be maintained by the Association and which portions shall be maintained by the Owner.

6.1.4 Landscape Maintenance.

(a) Association Responsibility. The Association shall maintain any landscaping that is part of the Commons, as more specifically set forth in Part III, Section 3.3.8.

(b) Owner Rights and Responsibility.

(i) The Owner of any Townhome Parcel that is attached to one (1) other Townhome Parcel shall maintain the front and rear yards of said Owner's Townhome Parcel, plus any side yard when said Townhome Parcel is an end unit. Street trees, grass and landscaping adjacent to the sidewalk that are not a part of the Commons shall be maintained by the Owner.

(ii) The Association may, in its sole and absolute discretion, elect to maintain all landscaping on Townhome Parcels that are attached to two (2) or more other Townhome Parcels. In the event the Association elects to perform such maintenance, such Townhome Parcels will be a part of the Townhome Maintenance Zone and subject to assessment as set forth in Part VI, Section 6.1.7. In the event the Association elects not to perform such maintenance,

all Owners of Townhome Parcels shall maintain the Townhome Parcels in accordance with Part VI, Section 6.1.4(b)(i) above.

(iii) Subject to rules and regulations by the Association, an Owner may plant additional plantings on Owner's Parcel. If an Owner plants any flowers or other plantings, the Owner shall properly maintain them. The Association may remove any plantings visible from outside the Parcel that are not well maintained and may, after notice and hearing, remove any plantings that are invasive species or not in keeping with other landscaping.

6.1.5 Pest Control. The Association may provide basic pest control service, including termite prevention measures. The Board shall determine the type of service. The Owner shall cooperate in granting access for pest control service if provided. The Owner is responsible for, and shall promptly repair, any termite damage or any other infestation that is not covered by the Association coverage, if any.

6.1.6 Owner's Additional Responsibilities; Association Action.

(a) Owner's Failure to Maintain. If Owner's failure to properly maintain and repair those portions of the Townhome Parcel not maintained by the Association is endangering the structural integrity of other Townhome Parcels or causing water leakage into other Townhomes, the Association shall have the right to enter and repair the defect and charge the cost, plus a management fee of 15%, to the Owner as an Individual Parcel Assessment. The Association shall give at least 10 calendar days notice or, in an emergency, whatever notice is reasonable under the circumstances.

(b) Damage or Destruction by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family intentionally or as a result of negligence or misuse damages the roof or any other portion of the Townhome Parcel to be maintained by the Association, the Owner hereby authorizes the Association to repair the damage. To the extent not paid by insurance, the cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

6.1.7 Assessment of Costs.

(a) Generally. The cost of all maintenance and services to be provided to the Townhome Maintenance Zone, along with the cost of the Association's additional professional management attributed to the Townhome Maintenance Zone and the reserves described below, shall be divided equally among all Townhome Parcels in a Townhome Maintenance Zone as a Maintenance Zone Assessment.

(b) Reserves. The Association shall establish and maintain a reserve account for each Townhome Maintenance Zone for repair and replacement of roofs based on the expected life and replacement cost. The Association may also establish a similar reserve for repainting of Townhomes if appropriate to the type of construction.

(c) Roof Repair. The cost of roof replacement or repair shall be paid first from any insurance proceeds and then from the reserve fund. If the reserve fund is not sufficient to pay for the repair or replacement, or if the Association faces any other unanticipated expense for the Townhome Parcels, then the Association shall levy a special Individual Parcel Assessment on each Townhome Parcel in that Townhome Maintenance Zone to cover the cost.

6.1.8 Easements. To the extent reasonably necessary, the Association has, and is hereby granted, a perpetual and irrevocable easement over, under and across each Parcel and Townhome for maintenance in accordance with this Part VI. The Association shall not be required to provide notice prior to performing landscape maintenance and other maintenance that does not require access to the interior of the Townhome. The Association is hereby granted a perpetual and irrevocable right of entry and shall be granted access to the interior of the Townhome as reasonably necessary to perform its duties, at reasonable times and with reasonable notice, except in an emergency when the Association may take whatever actions are reasonably necessary to prevent further damage to the Townhome or other Townhomes. The Association may assign its rights under this paragraph to its agents and employees.

6.2 Insurance

Because damage to one Townhome can affect the structural integrity of others, a common insurance policy guarantees that funds will be available to rebuild.

6.2.1 Purchase by Association. Unless such coverage is not available or is available only at a cost greater than that available if purchased by the individual unit owners, the Association shall contract for property insurance for the buildings on the Townhome Parcels.

6.2.2 Type of Coverage. Any policy shall, at a minimum, insure the structural components of the building and the exterior surfaces. The Association shall determine whether to purchase coverage for the interior of the Townhome and other parts of the Parcel. The Association shall communicate to Parcel Owners in writing a description of the type of coverage selected.

6.2.3 Notification of Change or Termination. If the Association decides to eliminate or reduce existing coverage, the Association shall notify all Owners at least 60 days prior to the effective date of the change so that each Owner can obtain coverage.

6.2.4 Liability. The insurance purchased by the Association may or may not include liability coverage for the individual Parcels. Parcel Owners are strongly encouraged to obtain liability coverage if the Association policy does not include liability coverage or if the Owner needs additional coverage.

6.2.5 Parcel Owner's Coverage. The Parcel Owner is strongly encouraged to purchase coverage that insures those items that are not covered by the Association policy.

6.2.6 Deductible. The Association in its discretion shall determine the amount of the deductible for the Association policy. If the Association purchases the policy, the deductible amount may be significantly higher than would be appropriate for an individual policy. In such a case, the Association shall from time to time determine the amount of a reasonable deductible for an individual claim, (the “individual deductible”) and the Parcel Owner shall be responsible only up to that amount in the event of a claim. Any damage that is of the type that would be covered under the Association policy and that falls between the individual deductible and the policy deductible shall be a Zone expense. If the Association determines that the policy deductible is reasonable, then the policy deductible shall be the individual deductible.

6.2.7 Assessments. If the Association purchases coverage for the Townhomes, the expense shall be assessed to all Parcels within the Zone as Individual Parcel Assessments. If the insurance policy indicates assessed value and the relative cost of the insurance for each individual Parcel, then the coverage shall be allocated according to such determination. Otherwise, the cost shall be allocated equally among the Townhomes in the Zone.

6.2.8 Individual Coverage. If the Association does not insure the Parcels, then the individual Owners are required to obtain homeowners’ property insurance with an amount of coverage equal to replacement value of the structure and provide evidence of such coverage to the Association, according to rules and procedures established by the Board for providing such evidence. If any Owner fails to provide evidence of coverage to the Association on a timely basis, then, upon ten days notice to the Owner, the Association shall obtain the coverage for the Owner, the cost of which, plus a 15% service charge for the Association, shall be assessed to the Townhome Parcel as an Individual Parcel Assessment. The Association may establish rules concerning such policies, including without limitation (a) requiring the Association to be named as a loss payee on any such policy, (b) requiring the Association to be notified prior to any cancellation of the policy and (c) requiring coverage to be with a company rated “A” or better. The Association may negotiate group-rate insurance from a provider or providers for voluntary participation.

Notice concerning Purchase of Insurance on Townhome Parcels

The Association will purchase a policy of property insurance for all Townhome structures so long as such coverage is reasonably available to the Association.

• **The Association policy may not cover the interior of the Townhome. Parcel Owners may need to purchase a unit owner’s insurance policy as well as liability coverage.**

* **If the Association does not obtain property insurance for the Townhome structures, each Owner will be required to obtain insurance for that Owner’s Parcel with an amount of coverage equal to replacement value of the structure.**

6.3 Loss and Reconstruction

The Association's responsibility for repair after a fire, storm or other casualty loss is different from the Association's maintenance responsibility. This Section is intended to allow for efficient repair after a loss.

6.3.1 Generally. After a casualty loss, the Association shall be responsible for any repair unless

(a) the damage is confined to one Parcel or exclusively or primarily involves the interior of the Parcel and the Association decides that the individual Owner shall make the repair or

(b) the Owners rather than the Association were responsible for purchasing the insurance and the Association decides that the individual Owner or Owners shall be responsible for repair.

Any repair or reconstruction shall be according to the plans and specifications as they existed before the damage unless modifications are approved in accordance with Part 4 of the Book of Operating Principles.

6.3.2 Association Repair. If the Association is responsible for the repair, the following shall apply:

(a) Association Insurance Policy. If the Association has purchased the insurance or is a loss payee on Owners' policies, the Association shall be responsible for all repairs to those portions of the Parcel covered by the Association insurance policy. The following shall be an Individual Parcel Assessment: (i) the individual deductible described in paragraph 6.2.6 and (ii) repair or replacement of any portion of the Parcel not insured under the Association policy. The following shall be a Zone expense: (i) the amount between the individual deductible and the policy deductible as described in paragraph 6.2.6 and (ii) repair or replacement of any portion of the Parcel insured under the Association policy but for which there are insufficient funds

(b) Individual Insurance Policies. If the individual Owner was responsible for purchasing property insurance and the Association has waived the requirement to be named a loss payee, then the Owner shall assign the insurance proceeds to the Association. Any deductible and any additional amount not covered by insurance shall be an Individual Parcel Assessment.

6.3.3 Individual Repair. If the Association has determined that the affected Owner or Owners shall make the repair, the following shall apply:

(a) Association Insurance Policy. The Association shall release any insurance funds it has received for the repair and shall pay the amount between the individual deductible and the policy deductible as provided in paragraph 6.2.6 but the Owner shall be responsible for the individual deductible as provided in paragraph 6.2.6 and any remaining cost.

(b) Individual Insurance Policies. In the event of damage to more than one Townhome Parcel, the Association may coordinate the work and each Parcel Owner shall be required to cooperate with the coordinated effort. Each Owner shall pay any deductible and shall be responsible for any remaining cost.

The Association shall institute reasonable procedures to assure proper use of insurance proceeds. The Association, ARC or both may supervise all work.

6.3.4 Cooperation. Owners shall cooperate with repair effort, whether the repair is to that Owner's Townhome Parcel or to another within the Townhome row, including granting access as necessary.



Part VII:

Residential Uses

7.1 Covenants and Restrictions

7.2 Covenants Committee

7.3 Enforcement

This Part VII shall apply only to residential Parcels and the residential portions of Live/Work Buildings. Commercial uses shall be regulated under the Neighborhood Center Declaration, and the Association established by this Declaration shall not have any authority to regulate commercial uses.

7.1 Covenants and Restrictions

This Declaration doesn't have long lists of rules. Instead, the concept is simple: neighbors shouldn't create unreasonable disturbances or unsafe conditions—and neighbors should tolerate a certain amount of activity, noise, pets and exuberant children as part of a vibrant community.

7.1.1 Uses.

(a) Home Industry. To the extent permitted by law and subject to reasonable regulation by the Association, home industry that does not generate significant traffic, noise or odor or change the exterior appearance of a building shall be permitted on any Parcel. Signage for home-based business, if any, shall be regulated under the Design Code.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Community or any other Parcel or its content, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Community.

(d) Time Sharing and Joint or Corporate Ownership. Establishment of any time-share ownership (as that term is defined by statute) of a Parcel or Parcels requires consent of the Founder if during the Development Period and consent of the Association if after the Development Period. Such consent may be arbitrarily withheld. Ownership by a corporation, limited partnership, tenants in common or other entity or form of ownership which is intended to allow use of the Parcel by multiple residents over short periods of time is subject to review and approval in the same manner as time-share ownership, even if such use does not meet the

statutory definition of time-share ownership. However, the sharing of ownership of a Parcel by no more than four individuals or families for their own use shall not, in the absence of unusual circumstances, be considered a violation under this section.

(e) Garage Sales. Garage sales, estate or yard sales, sample sales and similar kinds of sales activity from Parcels is permitted on an occasional basis. However, the holding of frequent sales from a particular Parcel will be considered a business and may be regulated, limited or prohibited by the Association.

(f) Nuisances, Unlawful Use. No nuisance or immoral, improper, offensive or unlawful use shall be permitted to exist or operate on any Parcel or Commons. All laws, building codes, orders, rules, regulations or requirements of any governmental agency having jurisdiction shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair the affected portion of the Community.

7.1.2 Leasing. Parcels or portions of a Parcel, such as a single room or portion of a home, a Studio or Granny Flat, may be rented, so long as the residents comply with the covenants for neighborhood life contained in this chapter. The Association may establish a minimum lease term, which may be as long as one year. Tenants are welcome to use the Association's recreational facilities. The Association may require that the Owner reside on the Parcel if a room or portion of a home, a Studio or Granny Flat is to be rented. The Association may prohibit the leasing of any Parcel or portion of a Parcel while the Owner is in default in the payment of Assessments and may attach rentals if the Parcel or portion of a Parcel is leased while in default.

7.1.3 Pets. Most pets are welcome so long as the pets don't cause an unsafe condition or unreasonable disturbance or annoyance.

(a) Types of Pets Permitted. Pets are limited to cats, dogs and birds, along with animals weighing less than five pounds that are not specifically prohibited by rule, that are contained inside the home in an aquarium, terrarium or cage and that are not poisonous or otherwise hazardous if they were to escape. The Association may further regulate the number and size of pets and may prohibit the keeping of particular breeds of dogs or other animals that it deems to create unreasonable danger or nuisance. If the Association or any governmental unit finds cats to be a threat to wildlife, the Association may by rule prohibit or restrict cats.

(b) Pet Behavior. Pets shall not be permitted to roam loose outside the Parcel, and shall not create unreasonable noise or odor. The Association may designate specific areas within the Commons where pets may be walked, may prohibit pets on other areas, , may require Owners to collect and dispose of animal waste, and may require pets to be on leash.

7.1.5 Attractiveness and Safety of Parcels. Each Owner shall keep all parts of his Parcel in good order and repair and free from debris. The Design Code or the Association may regulate placement and maintenance of garbage and trash containers, and fuel or gas storage tanks, and other matters affecting the attractiveness or safety of Parcels.

7.1.6 Automobiles.

(a) Parking. The Association may regulate parking within the Community through adoption of rules and regulations. The Association reserves the right to regulate or prohibit the parking of oversize vehicles, boats, and vehicles that display advertising or the name of a business.

(b) Good Repair. The Association may by rule require that automobiles be in good running condition and may regulate or prohibit repair of automobiles (other than emergency repair) or storage of disabled automobiles.

(c) Garages. The Association may by rule require that garages not be converted to living space, blocked with storage items or otherwise made unusable for parking of cars within the enclosed space, it being the intent that cars be parked within garages whenever possible. The Association may require that garage doors shall be kept closed except when automobiles are entering or leaving the garage.

(d) Visibility at Street Intersection. No obstruction to visibility at street intersections shall be permitted.

7.1.7 Signs. No sign, advertisement or notice of any type or nature whatsoever (including “For Sale” or “For Rent” signs) shall be erected or displayed upon any Parcel (including placement on the building, Yard or in any window) or upon the Commons unless specifically permitted by the Design Code. The Design Code may prohibit all types of signs within residential areas. However, the Founder shall be permitted to post and display advertising signs within the Community so long as the Founder has any property for sale in the normal course of business, and hereby reserves an easement for reasonable use of the Commons for such purposes.

7.1.8 Rules and Regulations. The Board may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels, Commons and any facilities or services made available to the Owners. This right shall include without limitation the right to approve rental agents, contractors and sub-contractors who do business within the Community. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested in writing by at least 10% of all Owners, a membership meeting may be called and any Rule or Regulation may be repealed by majority vote of the Owners. A copy of the Rules and Regulations adopted from time to time shall be posted in a conspicuous place within the Community or furnished to each Owner.

7.1.9 Owner’s Responsibility. Each Owner, family members of Owners and Owners’ guests and tenants shall conform and abide by the covenants contained in this Declaration and any Rules and Regulations which may be adopted from time to time by the Board. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

7.2 Covenants Committee

7.2.1 Establishment. The Board shall establish a Covenants Committee to hear any complaints of violations of these Covenants or Rules and Regulations adopted by the Board. The primary goal of the Covenants Committee is not to punish but to conciliate and resolve problems. The Covenants Committee may suggest or approve dispute resolution agreements and withhold the requirement of paying a fine if the agreement is honored.

7.2.2 Statutory Requirement. *Under §720.305, Florida Statutes, as currently written, a fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.* It is intended that the Covenants Committee comply with the law and any changes to the law, which shall be automatically incorporated into this Declaration.

7.2.3 Complaints. The Board, the Maintenance Zone Advisory Council or any resident or Owner may file a request with the Covenants Committee to hear an issue concerning possible violation of this Declaration or the Rules and Regulations. The Covenants Committee will notify the resident who is believed to be in violation, as well as the Owner of the Parcel, if different, and set a convenient date for a hearing. The Covenants Committee will also notify the Maintenance Zone Advisory Council, which shall be permitted to comment on the matter, and may participate to the extent deemed advisable by the Covenants Committee.

7.2.4 Hearing. The object of the hearing is to hear the various viewpoints and to attempt to reach an agreement that is acceptable to all parties. Sessions must be conducted with tact, dignity and respect. The Covenants Committee has the discretion to decide if the complaining party should participate in the hearing.

7.2.5 Resolution. The Covenants Committee is to evaluate whether the resident or Owner has caused an unreasonable disturbance or other violation, and if so, to help reach a resolution. If the parties reach agreement and the Covenants Committee approves the agreement, the agreement is to be summarized in writing and signed by the parties, including the Covenants Committee. The Covenants Committee has the right to consider whether the same problem has arisen in the past and whether the resident has complied with previous agreements in evaluating the current agreement. If agreement is not reached, or if the parties do not comply with the agreement, or if the Covenants Committee determines by majority vote that a fine or suspension be imposed, the Covenants Committee is to make a report and recommendation to the Board for further action.

7.3 Enforcement

After receiving the report of the Covenants Committee, the Board may take any of the following actions.

7.3.1 Fines and Suspension. Paragraph 720.305, Florida Statutes, permits fines of up to \$100 for each day of a continuing violation, except that no such fine shall exceed \$1000 in the aggregate unless otherwise provided in the governing documents. If so recommended by the Covenants Committee, the Board has the right to assess fines up to the maximum allowed by law as that law may be amended from time to time, with no limit on the aggregate amount, and may restrict the resident's use of the Commons for up to sixty (60) days or until the violation is remedied, whichever is longer. This Paragraph is intended to automatically incorporate any changes to the statute cited above and to provide notice under the statute that aggregate fines may exceed \$1,000. Fines shall be charged against the Parcel as an Individual Parcel Assessment. Any fines collected shall be contributed to the general fund of the Association. However, the primary goal of this Declaration is not to punish but to resolve problems. The Association may suggest or approve agreements and withhold the requirement of paying a fine if the agreement is honored.

7.3.2 Pets. If the Board finds that a pet causes an unsafe condition or unreasonable disturbance or annoyance or violates this Declaration or any of the Rules and Regulations concerning pets, the Board may require the resident or Owner to take steps to cure or limit the offensive condition. If such steps are ineffective, if the resident or Owner fails to cooperate or if the pet is considered to create an unsafe condition or unreasonable disturbance or annoyance, the Association may require that an Owner or resident permanently remove the pet from the Community.

7.3.3 Corrective Action for Parcel Maintenance. If the Board determines that any Owner has failed to maintain any part of a Parcel, including a Townhome Parcel (including the yard, landscaping, and any wall, fence, or building for which the Owner is responsible) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, Design Code and applicable Rules and Regulations, the Board shall notify the Owner of its findings and may assess fines. If the violation continues for ten days after notice to the Owner, the Association shall have the right without liability to enter the Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Board may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs related to such action are to be assessed to the Owner as an Individual Parcel Assessment.

7.3.4 Tenant Violations. If after notice to both the tenant and the Owner and opportunity for a hearing the Board determines that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner. In addition, if the violation continues for ten days after notice to the Owner of the findings, or if the tenant materially violates the same covenant more than once in any one-year period, the Association shall have the right to evict the tenant, except tenants who are members of the Owner's family. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment.

7.3.5 Additional Remedies. All remedies listed in this Section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the covenants contained in this Declaration, including the right to an injunction.



Part VIII: Founder's Reserved Rights

- 8.1 Development Period
- 8.2 Easements
- 8.3 Additional Rights

8.1 Development Period

The rights contained in this Section 8.1 apply only to the Development Period or other stated period of time, and expire automatically after that time.

8.1.1 Selection of Board. The Founder shall appoint and remove the initial officers and members of the Board. No later than sixty days after completion of construction on at least 30 Parcels within the Community and sale to Owners other than the Founder or builder, Parcel owners other than the Founder shall have the right to elect at least one member of the Board. Elections shall be conducted in accordance with the Bylaws. The Founder reserves the right to elect a majority of the Board to the greatest extent permitted under Florida law. The Founder may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period, in which case the Founder reserves the right to record an instrument specifying that certain actions of the Association or Board must be approved by the Founder before they become effective.

8.1.2 Commons. During the Development Period, the Founder reserves the right to modify the design of the Commons, to make further improvements and to provide landscape maintenance and other maintenance in addition to that provided by the Association. The Founder also shall have the right to use the Commons for concerts, festivals and other events that bring people together, to meet each other and to enjoy being part of a community. As part of these events, the Founder may rent or assign space for pushcarts, kiosks, stands or temporary sales structures and may permit the erection of tents and banners. The Founder shall consult and coordinate with the Association in accordance with Paragraph 3.3.6 for the planning of such events but the Association's consent to such use shall not be required except where such use conflicts with other scheduled events. The Founder may assign all or a portion of its rights under this paragraph to the Foundation.

8.1.3 Review of Parcel Modifications. The Founder may require notification and an opportunity to review modifications to Parcels under Section 5.4, and may prohibit any modification that is not in compliance with the Design Code.

8.2 Easements

The easements in this Section 8.2 are perpetual.

8.2.1 Easements in Favor of the Founder. The easements provided by this Paragraph are intended to permit the Founder to continue and complete construction of Oakland Park and neighboring properties. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following nonexclusive easements, to benefit properties adjacent to, or reasonably near, the Community (including property separated from the Community by a street), whether or not such properties are developed as part of the Community:

- (a) Common Roads. A nonexclusive easement for use of any of the Common Roads.
- (b) Utility Easements. A blanket easement upon, across, over, through, and under the Community for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of the Parcel.
- (c) Police Powers. A blanket easement throughout the Community for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.
- (d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within the Community to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Founder shall notify affected Owners (except in an emergency) and shall restore the affected property to its original condition as nearly as practicable. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.
- (e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Community or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance of the Commons to provide, at Founder's discretion, services in addition to those provided by the applicable association under Section 2.3, and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Construction Equipment: To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any Commons for construction equipment and any other purpose reasonably related to continued construction of any property within the Community.

8.2.2 Cable Television and High Speed Internet Services. Founder hereby reserves for itself, its successors and assigns exclusive easements within all of the Community for installation, replacement, repair, maintenance and removal of cable, fiber optic and other communications systems, and for connecting such services to the dwelling or other building. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes, and affix and maintain wires, circuits and conduits for the purpose of providing services distributable over such systems to the Property, including, but not limited to, cable or satellite television, video and audio services, Internet access, information services, telephone and other telecommunications services, and electronic security services. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of the Owner's Parcel.

8.3 Additional Rights

The rights in this Section 8.3 are perpetual.

8.3.1 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain a sales office, a management office and an unlimited number of models within the Community. These facilities may be located on any Parcel in the Community and may be relocated from time to time at the Founder's discretion. The sales office, management office and models may be owned by different entities, including builders and other entities that are unrelated to the Founder. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for the Community. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the sales office, management office and models advertising Oakland Park.

8.3.2 Commercial Use of Images. The Founder shall have the following rights:

(a) the exclusive right to grant permission for the Commons to be photographed, sketched, painted or otherwise reproduced for promotional, publishing, academic or commercial use (including without limitation its use as a background for the display of fashions or other goods), and

(b) the right to grant permission for similar reproduction of the exteriors of any other part of the Community which can be viewed from streets, lanes or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting independent permission for any part of the Community owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. The Founder may collect a fee for its consent to the use of common area images, or for the providing of support services to photographers or others.

8.3.3 Change of Name. The Founder shall have the right to change the name, Oakland Park, for all or any part of the property subject to this Declaration. Founder may, but is not required to, amend this Declaration to reflect the name change.



Part IX:

General Provisions

- 9.1 Easements
- 9.2 Modification of Commons
- 9.3 Amendment and Termination
- 9.4 General Provisions

9.1 Easements

Every Owner has the benefit of certain easements, and the responsibility of others.

9.1.1 Owners' Easement of Enjoyment.

(a) Commons. Every Owner shall have a right and easement for appropriate use of the Commons, subject to regulation by the Association. This easement shall be appurtenant to and shall pass with title to every Parcel.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment to the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict dual use of the Commons recreational facilities by both an Owner and the Owner's tenant when the Owner is not a resident, except when the Owner is a bona fide guest of the tenant. This is not intended to limit in any way use by an Owner who is a resident of the Parcel and tenants of a Granny Flat, Studio or rented room.

9.1.2 Common Roads. The Common Roads (other than rear lanes that serve as garage access) are hereby made subject to an easement for pedestrian and vehicular access to and from other parts of Oakland Park. Except for occasional closure for street fairs or other events or as reasonably necessary to maintain their private nature, the Common Roads are subject to use by the general public and are not to be gated or access otherwise restricted. The Association may reserve rear lanes for the private use of Owners.

9.1.3 Easements in Favor of the Founder and Association. The Founder hereby reserves for itself, its successors and assigns and for the Association and its assigns the following perpetual, nonexclusive easements, which shall benefit the Community and all other properties owned by

Founder or its assigns which are adjacent to, or reasonably near, the Community (including property separated from the Community by a public road):

(a) Utility Easements. An easement upon, across, over, through, and under the Community for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, gas, television, cable or communication lines and other equipment. Except where indicated on the plat or as described in specific recorded easements, such easements shall be located within the street right-of-way or other Commons, or in rear lane easement areas. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits.

(b) Police Powers. A blanket easement throughout the Community for private patrol services, and for police powers and services supplied by the local, state and federal governments.

(c) Drainage. A blanket easement and right on, over, under and through the ground within the Community for drainage of surface water and other erosion controls.

(d) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Community or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons or to perform any duties required or permitted to be performed by the Association, its agent or assigns.

9.1.4 Relationship between Parcels.

(a) Intent; Access for Maintenance. The easements in this Paragraph are intended to provide guidelines for reasonable cooperation between neighbors. In each instance where the Design Code permits a building or wall to be built on or very near a property line, the Owner of such a building or wall shall have, and is hereby granted, an easement to maintain or repair that Owner's building, wall or yard, which easement shall include access over the adjoining Parcel as reasonably necessary to perform such maintenance or repair. The Association may make rules for maintenance and use of easement areas and shared improvements, which shall be applied uniformly to all Parcels similarly configured. Additional easements for specific conditions are provided in the subparagraphs that follow.

(b) Parcel Lines. Parcels may not be subdivided or separated into smaller Parcels, or any portion of a Parcel separately conveyed, except by the Founder or with the specific consent of the Architectural Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founder may redefine Parcels prior to sale by dividing or combining Parcels or portions of Parcels and adjusting the boundary of a Parcel. The Founder shall also have the right to modify subdivision plats of the Community to make adjustments to

Parcel boundary lines with consent only of those Owners whose Parcel boundaries are to be changed. The division or combination of Parcels may be subject to zoning or other governmental regulation.

(c) Structural Party Walls. Each Owner grants to the Owner of each adjacent Parcel the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Parcel. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Parcel or the wall itself. The adjacent Owners shall share the cost of any other repairs to the party wall equally.

(d) Exterior Walls along a Parcel Line. An exterior wall which supports the Building on only one Parcel, or which encloses a courtyard on one Parcel, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for painting and repair and granting access over the adjoining Parcel as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Design Code.

(e) Yard Easements. To allow most efficient use of a Parcel while complying with governmental setback requirements, a portion of a Parcel along a lot line may be subject to an easement for use by the adjoining Parcel Owner. Such easements may be designated on the plat, the Design Code or on the deed from the Founder to the first Owner other than the Founder. Such use easements shall run along a boundary line, but shall not encroach upon more than one boundary line unless specifically stated. In addition, the Owner of such a Parcel subject to an easement shall be the beneficiary of a similar easement along another portion of the Parcel, unless the Parcel is a corner lot or is larger than the surrounding lots. Subject to regulation under the Design Code, the beneficiary of such an easement shall have the use and maintenance responsibility for the easement area and may place air-conditioning equipment, fences, decks or patios and other fixtures (but not a primary structure) upon the easement area.

(f) Roof Overhang; Footings. For certain building types, such as sideyard houses, which are to be built on or very near a property line, the Design Code may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Design Code and local governmental regulations the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

(g) Townhouse or Row house Roof. If a townhouse or row house wall or parapet is constructed along or very near the property line, the owner of the townhouse or row house to be constructed on the adjacent property shall have the right to flash into the existing building, in accordance with industry standards and in order to make the new building watertight. This right

shall include the right to make minor cuts on the existing building and to secure flashing or other materials to the existing building, so long as the structural integrity and watertightness of the existing building is not impaired. The cost for flashing shall be incurred by the owner of the new building, but the maintenance of this connection shall be a shared expense between adjacent property owners.

9.2 Modification of Commons

The following provisions are rarely if ever to be used, but are intended to provide flexibility over the life of the community.

9.2.1 Capital Improvements. The Association may make Capital Improvements to the Commons and may modify the uses of the Commons. Expenses for substantial Capital Improvements must be approved in accordance with Paragraph 4.1.5.

9.2.2 Purchase of Additional Commons. The Association may acquire additional real property to be owned as Commons. The decision to acquire additional Commons (other than that added by the Founder), whether by purchase or lease or other means, shall be authorized by a two-thirds vote of the Board of Directors. If the purchase or lease is costly enough to be considered a substantial Capital Expense, it must be approved as described in Paragraph 4.1.5.

9.2.3 Sale or Lease for Community Benefit. Although it would be unusual, the Association may sell, donate or grant long-term leases for small portions of the Commons or exchange parts of the Commons for other property inside or outside the Community when the Board finds that it benefits the community in at least one of the following two ways:

(a) The conveyance is intended to benefit the community in ways other than the revenue, if any, to be derived from the transaction. *For instance, the Association may convey or exchange property if necessary to improve access to the Community or to improve utility service.*

(b) The revenue to be derived is significant and the use and appearance of the Commons is not significantly impaired. *For instance, the Association might sell or lease small amounts of space for cellular telephone transmission equipment if such equipment were not obtrusive.*

Any decision to donate, sell, exchange or lease any portion of the Commons must be approved by two-thirds of the Board and must have the consent of the Founder if within the Development Period. A transaction for sale, exchange or lease for a term of more than one year, including all tenant renewal options, cannot be completed until thirty days after notice to Owners. If requested by at least 10% of the Owners within the 30-day period, a meeting of Owners must be held following at least 7-days notice and, if a quorum is present in person or proxy, the decision to purchase, sell, exchange or lease may be rescinded by majority vote of the Owners present. Any contract with a third party for the purchase, sell, exchange or lease of the Commons should be

contingent upon this right of rescission, unless the Board has previously passed a resolution describing the intended transaction and giving 30-days notice.

9.2.4 Corrective Instruments: The Association, by approval of two-thirds vote of the Board, may also execute corrective instruments, settle boundary line disputes and resolve other title matters concerning the Commons.

9.2.5 Dedication. The Founder or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority. All other Commons may be dedicated to the public by the Association by approval of the Board and consent in writing of two-thirds of all Owners.

9.2.6 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

9.2.7 Mortgage. The Association may mortgage the Commons provided that the funds secured are used for the benefit of the Association, including the payment of debt owed by the Association..

9.2.8 Other Conveyances. Except as specifically permitted by this Declaration, the Commons cannot be conveyed or used for commercial purposes without the approval of at least two-thirds of the Parcel Owners other than the Founder, plus the consent of the Founder during the Development Period.

9.3 Amendment and Termination

Community Owners should be able to rely on the Declaration and the general principles it states. Amendment should not be easy. However, new solutions will be proposed from time to time to make the Association operate more efficiently or to adjust to changing conditions. Where clearly to the community's benefit, these new provisions should be incorporated into the Declaration.

9.3.1 Amendment.

(a) Generally. Except as provided otherwise, this Declaration, including vested rights, may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval in writing by Owners representing sixty percent (60%) of the Allocated Interests. A meeting shall not be required to obtain such consents and the individual consents do not need to be recorded.

(b) Founder. Any amendment during the Development Period shall require Founder's consent. Rights reserved to the Founder may not be amended at any time without the specific

consent of the Founder. The Founder specifically reserves the absolute and unconditional right, at any time during the Development Period, to amend this Declaration without the consent or joinder of any party (i) to comply with the law or the requirement of any governmental agency with jurisdiction over the Community, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of home loan mortgages, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Maintenance Zone Provisions. An amendment establishing a Maintenance Zone association shall require only those consents as provided in Paragraph 3.4.6 and may be amended in the same way. The provisions of Part VI may be amended by approval of the Board and consent in writing of Townhome Owners representing sixty percent (60%) of the Allocated Interests of Townhome Owners, and consent of other Owners shall not be required. Any Amendment concerning or regulating commercial uses requires the approval in writing of Owners representing sixty percent (60%) of the commercial Parcels' Allocated Interests and the consent of the Board.

(d) Limitation. Whenever any action described in this Declaration requires approval of greater than sixty percent (60%) of the Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Certain actions require the consent of the St. Johns River Water Management District, as further provided in Paragraph 2.5.6.

(e) Recording. Any amendment shall take effect upon recording in the public records.

9.3.2 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Community and shall inure to the benefit of and be enforceable by the Founder, the Association, and all Owners of property within the Community, their respective legal representatives, heirs, successors or assigns for twenty years, and shall be automatically extended for each succeeding ten year periods unless an instrument signed by Owners representing 90% of the votes in the Association shall have been recorded, agreeing to terminate the Declaration as of a specified date. Unless otherwise required by law or applicable governmental agency, this Declaration may also be terminated in the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Owners representing sixty percent (60%) of the votes in the Association, if the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government (or, if rear lanes or footpaths are not accepted for dedication, they have been conveyed to the adjacent Parcel Owner, reserving an easement for continued use).

9.3.3 Rerecording. Unless this Declaration is terminated, the Association shall rerecord this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect. The Founder or any Owner may rerecord the Declaration if the Association fails to do so.

9.4 General Provisions

9.4.1. Assignment. Founder may at any time assign all or any portion of its rights under this Declaration to any successor or assigns, or to the Association.

9.4.2 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Community as a high quality community. Boxed text is part of the operative provisions of this Declaration. Italicized portions may be used as an aid to interpretation. However, if the italicized portion conflicts with the operative provision, the operative provision shall govern.

9.4.3 Standard of Care. In addition to any specific provisions in this Declaration concerning maintenance of any Commons or Parcel, each Owner, the Association and any Maintenance Zone association shall properly maintain the property for which it is responsible. The ARC may establish a standard of care or, if not so established, the standard of care shall be deemed to be the average level of care evident within the Community. After notice and opportunity to cure, any Owner, the Association or any Maintenance Zone association shall have the right to bring an action against the responsible person or entity to enforce this standard of care.

9.4.4 Enforcement of Declaration.

(a) Enforcement. Suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founder or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

9.4.5 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when delivered in accordance with the Bylaws and applicable statute.

9.4.6 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

9.4.7 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Registered Mortgagees. Such provisions are to be construed as covenants for the protection of the Registered Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a Registered Mortgagee shall be adopted without the prior written consent of Registered Mortgagees as provided in sub-paragraph (b). This Paragraph shall not be construed, however, as a limitation upon the rights of the Founder, the Association or the Owners to make amendments that do not adversely affect the specific rights granted to Registered Mortgagees.

(b) Percentage Required. Wherever consent of the Registered Mortgagees is required, it shall be sufficient to obtain the written consent of Registered Mortgagees holding a lien on a majority or more of all Parcels encumbered by a mortgage.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within 30 calendar days of receipt of request for consent shall be deemed given.

9.4.8 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

9.4.9 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Florida.

Part IX: General Provisions

IN WITNESS WHEREOF, the undersigned does hereby make this Amended and Restated Declaration of Charter, Easements, Covenants and Restrictions for the Community and has caused this Declaration to be executed as of the day and year first above written.

WITNESSES:

Castle & Cooke Florida, Ltd,
a Florida limited partnership
By Castle & Cooke Florida Properties, Inc.,
its General Partner

print: _____

By: _____
print: _____
its _____ president

print: _____

By: _____
print: _____
its _____ secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of Castle & Cooke Florida Properties, Inc , the general partner of Castle & Cooke Florida, Ltd a Florida limited partnership, and by _____, as _____ of Castle & Cooke Florida Properties, Inc , the general partner of Castle & Cooke Florida, Ltd a Florida limited partnership, on behalf of the corporation. They are personally known to me or have produced a Florida driver's license as identification and did take an oath.

[SEAL]

Notary Public in and for
The State of _____

Printed Name of Notary

My Commission Expires

Part IX: General Provisions

Witnesses:

Name: _____

Name: _____

**OAKLAND PARK ASSOCIATION,
INC.**, a Florida not for profit corporation

By: _____

Name: _____

Its: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this ____ day of _____, 2009, personally appeared _____ as _____ of Oakland Park Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who executed the foregoing document as its act and deed.

[SEAL]

Notary Public in and for
The State of _____

Printed Name of Notary

My Commission Expires

CONSENT AND JOINDER OF MORTGAGEE
TO
Declaration

Wells Fargo Bank, N.A., (“Mortgagee”) does hereby consent to and join in the execution of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Oakland Park, recorded or to be recorded in the public records of Orange County, Florida.

WITNESSES:

print: _____

By: _____

print: _____

print: _____

Its _____ president

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, as _____ of Wells Fargo Bank, N.A. He or she is personally known to me or has produced _____ as identification and did take an oath.

Notary Public, State of _____
Serial Number:

Schedule of Exhibits:

- Exhibit A, Legal Description, The Master Plan Area
- Exhibit B, The Articles of Incorporation for Oakland Park Association, Inc., and
- Exhibit C, The Bylaws for Oakland Park Association, Inc.
- Exhibit D, Conservation Easement
- Exhibit E, Designation of initial Maintenance Zones [if any]
- Exhibit F, Right of Way Maintenance Agreement
- Exhibit G, Excerpt from City of Winter Garden Municipal Code