

BYLAWS  
OF  
MANDALAY AT BELLA TRAE  
CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of MANDALAY AT BELLA TRAE CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association," a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 The Corporate Office of the Association shall be at 4901 Vineland Road, Suite 500 Orlando, FL 32811.

1.2 The Fiscal Year of the Association shall be the calendar year.

1.3 The Seal of the Association shall bear the name of corporation, the word "Florida," and the words "Corporation Not For Profit."

2. MEMBERS' MEETINGS

2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast ten percent (10%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer.

2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records

of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each Unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. Notice of any meeting in which assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act.

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Collection of ballots not yet cast, as applicable.
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (e) Reading and disposal of any unapproved minutes.
- (e) Reports of Committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Determination of less than adequate reserves or no reserves.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

### 3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors who need not be members of the Association. The first Board of Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members, who must be Members of the Association. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

When Unit Owners other than the Developer own 15 percent or more of the Units in a Condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Administration of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of an Association:

(a) Three years after 50 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration creating the initial phase of the Condominium.

The Developer is entitled to elect at least one member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium. Following the time the Developer relinquishes control the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Administration.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) Subsequent to the election to the Board of members by Unit Owners other than the Developer, pursuant to Florida Statute 718.301, any member of the board of administration elected by the Unit Owners other than the Developer may be recalled and removed from office with or without cause, by the vote or agreement in writing by a majority of the voting interests. A special meeting of the Unit Owners to recall a member or members of the board of administration may be called by ten

when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.8 Adjourned meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

3.9 Joinder and meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director and his agreement or disagreement with the actions taken. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

3.10 Presiding Officer. The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.11 Order of Association Business. The order of business at directors' meetings shall be:

- (a) Calling of roll
- (b) Proof of due notice of meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Reports of officers and committees
- (e) Election of officers
- (f) Unfinished business
- (g) New business
- (h) Adjournment

3.12 Director Fees. A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 Director Attendance. A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone with all other Directors. A telephone speaker must be used so that the conversation of the Director attending by telephone may be heard by the Board members attending in person, as well as any Unit Owners present at a meeting.

#### 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

4.1 All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express

powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

(a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.

(b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services as, but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of Common Elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.

(c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the Common Elements.

(d) To purchase or lease real and personal property in the Association's name.

(e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors, and said minutes, together with current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, books, records and audited financial statements shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, any holder, insurer or guarantor of any first mortgage that is secured by a Unit, any prospective purchaser of a Unit, or any agency or corporation which has an interest or prospective interest in the Condominium, and Board members at any reasonable time. All accounting records and all minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members at least fourteen (14) days prior to the Board meeting.

4.2 The Association has the irrevocable right of access to each Unit, during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

## 5. OFFICERS

5.1 The officers of the Association shall be a President, who shall be a Director, Secretary and a Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate. Any officer may be removed peremptorily, without cause, by a vote of two-thirds (2/3) of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.4 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.5 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

## 6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(20), including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each

year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.112 and 718.504(21) of the Florida Statutes. A copy of the Budget shall be delivered by mail or hand delivery at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting of the Unit Owners or the Board of Directors at which it is to be considered, together with a notice of that meeting. If an adopted budget requires assessment against the Unit Owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty days, upon not less than fourteen (14) days written notice to each Unit Owner. At the special meeting, the Unit Owners shall consider and enact a budget. The adoption of the budget which exceeds 115% of the assessments for the preceding year requires a vote of not less than a majority of the vote of all Unit Owners. The budget shall be considered adopted if approved by a majority of the Unit Owners at the meeting or in writing. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, then the budget adopted by the Board of Directors goes into effect. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property must be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board may not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all of the Unit Owners.



6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may file a claim of lien in the Public Records of Osceola County for such delinquent amount and for the assessments due for the remainder of the budget year in which the claim of lien is filed. Upon filing of the claim of lien, the Board of Directors may accelerate the remaining balance of the assessment upon notice to the Unit Owner, and the unpaid balance of the assessments shall be due and payable the date the claim of lien is filed.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Florida Statute 718.111(11)(d). The premiums on such bonds shall be paid by the Association.

6.7 Financial Reports. Within 90 days after the end of the fiscal year of the Association, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Financial reports shall be prepared as required by Section 718.111(13), Florida Statutes. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Unit Owner at the address last furnished to the Association by the Unit Owner, or hand deliver to each Unit Owner, a copy of the financial report, or a notice that a copy of the financial report will be mailed or hand delivered to the Unit Owner, without charge, upon receipt of a written request from the

Unit Owner. If the Division requires that the financial statements be compiled, reviewed, or audited, such requirements may be reduced when a majority of the voting interests of the Association present at a duly called meeting of the Association have determined for a fiscal year to reduce such requirements. In an Association in which turnover of control by the Developer has not occurred, all Unit Owners, including the Developer, may vote on issues related to the preparation of financial reports for the first 2 years of the operation of the Association, after which time votes on such issues shall be by a majority of voting interests other than the Developer. The meeting shall be held prior to the end of the fiscal year, and the votes shall be effective for only the fiscal year in which the vote is taken.

#### 7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

#### 8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) A majority of the voting interests of the entire membership of the Association; or
- (b) Not less than two-thirds (2/3) of all the members of the Board of Directors.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the

book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or duly qualified officer of the Association with the formalities of a deed. No amendment to these Bylaws is valid unless recorded with identification on the first page thereof of the book and page of the Public Records of the County where the Condominium is located.

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the Bylaws may be changed in accordance with Florida Statute 718.112(2)(h)2.

## 9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to approval by the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by the Condominium Act may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non-binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

9.4. Compliance with Fire and Safety Code. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board of Directors as evidence of compliance of the Units to the applicable fire and life safety code.

**MANDALAY AT BELLA TRAE, A CONDOMINIUM**  
**RULES AND REGULATIONS**

Each Owner, lessee, invitee, relative, guest or otherwise, hereinafter referred to as occupant, of the Unit, shall be governed by the following Rules and Regulations. All capitalized terms shall have the meaning as defined in the Declaration of Condominium of MANDALAY AT BELLA TRAE, a Condominium.

1. No commercial trucks or vans or other commercial vehicles shall be parked on Condominium Property except with the written consent of the Board of Directors of the Association. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property. Any vehicle not capable of being parked in the Unit Owner's garage shall be prohibited.
2. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion the Common Elements or Limited Common Elements. No dilapidated, rundown, wrecked or non-functional vehicles shall be permitted on the Common Elements or Limited Common Elements. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services or to any vehicles of Developer ("Service Vehicles"). Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Declaration may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and its designated towing service the right to enter the Limited Common Element driveway, and tow vehicles in violation of these Rules and Regulations. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers mobile homes, trailers, etc. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

3. Speed of vehicles within the BELLA TRAE community is limited to twelve (12) M.P.H. Skidding of wheels on starts, stops or turns is prohibited.
4. No bicycle riding is permitted on the green areas or sidewalks within MANDALAY AT BELLA TRAE, a Condominium, but is permitted on the roadways. Caution should be used near the main entrance, as bike riding is hazardous to traffic.
5. Common Elements shall not be obstructed, littered, defaced or misused. Patios and balconies shall not be used for storage space but shall be kept neat at all times.
6. Complaints or requests regarding maintenance shall be made to the Management Company.
7. Entering or attempting to enter upon roofs, equipment rooms, or power rooms is prohibited, except by authorized personnel.
8. Tampering with irrigation pumps or lines is prohibited except authorized personnel.
9. Except for those Limited Common Elements for which the Owner of a Unit has the responsibility for maintenance, repair and replacement, no Owner or occupant shall make any adjustment to any of the equipment located on the Common Elements or Limited Common Elements without first obtaining permission from the Board of Directors.
10. No Owner or occupant may direct, supervise or attempt to assert control over any employees of the Developer, the Association and/or management company, nor attempt to enlist their assistance on any private business.
11. All restrictions, limitations and obligations of occupants provided in the Declaration of Condominium and Bylaws are incorporated into these Rules and Regulations by reference.
12. In addition to these Rules and Regulations, the Board reminds all Owners and occupants of ordinances adopted by Osceola County governing pets, nuisances, destruction of property, operation of boats, discharge of air guns and fire arms, and destruction of wildlife. Violations of the City and County ordinances shall be regarded as violations of these Rules and Regulations as well.
13. Unit Owners or occupants of a Unit (regardless of the number of Owners or occupants for any one Unit), may maintain two (2) household pets per

Unit, each not to exceed 50 lbs at full maturity. Household pets are limited to domestic dogs, domestic cats or caged birds. Unit Owners or occupants of a Unit may maintain one (1) fish tank not to exceed 55 gallons. In no event shall household pets be kept, bred, or maintained for any commercial purpose and for only as long as they do not become a nuisance or annoyance to neighbors.

Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of these Rules and Regulations shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium. Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Property.

14. No alterations of any kind shall be made to the Common Element or Limited Common Element portion of the exterior or interior of any structure without prior written approval of the Board of Directors of the Condominium Association. The Board will give due regard to effects upon aesthetics, insurance, building codes and other regulations.
15. No laundry, clothing or other material shall be displayed on the balcony or porch of any Unit or hung within the Unit in a manner to be visible from the outside. No spas or hot tubs shall be permitted on any screened porch, lanai or balcony.
16. No industry, business trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise shall be permitted on any part of the Condominium Property or in any Unit, whether designed for profit, altruism, exploration or otherwise.
17. No signs shall be displayed from a Unit or from the Condominium Property, or from any vehicle parked on Condominium Property; provided,

however, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; provided, further, any Unit Owner may display an official flag of one of the U.S. armed services on Armed Forces Day, Memorial Day, Independence Day and Veterans Day. Any such flag displayed may not be larger than 4 1/2 feet by 6 feet. This prohibition includes "For Sale" or "For Rent" signs. This prohibition does not include the Developer.

18. Except for maintenance, repair or replacement occasioned by normal wear and tear, or other damage caused to screened enclosures, no screen doors or balcony or patio screening may be replaced or altered by the Unit Owner without approval as indicated in Paragraph 14 above. The screened area shall not be replaced with glass, "Florida screen" or other material without the prior written approval of the Board.
19. No flammable, explosive or dangerous chemicals or fluid materials, except those intended for normal household use, may be kept in any Unit.
20. Each Unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever except such uses as the Developer may make of a Unit or Units as provided by the Declaration of Condominium. Each Unit occupant shall maintain his Unit in a clean and sanitary manner and shall not sweep or throw any dirt or substance from the doors, windows or balconies.
21. No Owner or occupant shall make or permit any noise that will disturb or annoy any occupants of a Unit, or do or permit anything to be done which will interfere with the rights, comfort or convenience of such occupants.
22. All garbage and refuse from the Units shall be deposited with care in containers provided by the Association for that purpose, and no one shall be allowed to litter the Common Elements.
23. Owners and occupants shall not use the Units, or permit their use, in such manner as would be disturbing to other Owners or occupants, or in any way as to be injurious to the reputation of the Condominium.
24. Sound and noise from radios, phonographs or other audio devices, television sets or from musical instruments or social gatherings shall be deemed a nuisance between the hours of 11:00 P.M. and the following 8:00 A.M., when audible beyond the confines of the Unit involved.
25. There shall be no storage or parking of baby carriages or playpens, bicycles, wagons or toys on any part of the Common Elements or Limited Common Elements. Such personal property must be stored in storage closets, or other areas designated for that purpose.

26. Nothing shall be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, gutter, radio, television antenna or satellite dish shall be affixed to or placed upon the exterior walls or roof, except with approval of the Board of Directors of the Condominium Association; provided, however, any Unit Owner may display one (1) portable, removable United States flag in a respectful way; provided, further, any Unit Owner may display an official flag of one of the U.S. armed services on Armed Forces Day, Memorial Day, Independence Day and Veterans Day. Any such flag displayed may not be larger than 4 1/2 feet by 6 feet.
27. Each Owner has the right to sell or lease his Unit; provided, that, the Owner complies with the terms of the Declaration of Condominium. Each new Owner shall be bound by the provisions of the Declaration of Condominium and all Condominium documents, and these Rules and Regulations.
28. Each Unit shall be occupied only as a single family residential private dwelling by no more than four (4) persons in a two bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit.
29. Charcoal broilers or small open flame burners, electric grills or gas grills are not permitted to be used on balconies or any of the Common Elements, Limited Common Elements or Units.
30. Garage doors must remain in the down position at all times, unless entering or exiting the garage. No garage may be altered in such a way as to provide additional living space and/or preclude the parking of a vehicle within the garage.
31. All official notices of the Condominium shall be noted as such. No member shall make or permit to be made any written, typed or printed notices of any kind or type whatsoever or post the same on the bulletin boards, mail, or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association. Notices of a social nature or purpose by a member to other member are permitted; provided, that, all such notices shall bear the signature of the member or members originating such notices, and such member or members shall be fully responsible for the contents thereof.



LARRY WHALEY  
OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

115P

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**COMMUNITY DECLARATION  
FOR  
BELLA TRAE**

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**COMMUNITY DECLARATION**  
**FOR**  
**BELLA TRAE**

THIS DECLARATION is made on the date hereinafter set forth by PULTE HOME CORPORATION, a Michigan corporation (the "Declarant") and joined in by BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation (the "Association").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Osceola County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "BELLA TRAE" on the **Exhibit "A"** land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in **Exhibit "A"** to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, BELLA TRAE COMMUNITY ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and approved subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth as modified and amended from time to time which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1. Definitions.** When used in this Declaration, unless the context shall prohibit or otherwise require, the following capitalized terms shall have the following meanings and all definitions shall be applicable to the singular and plural forms of such capitalized terms:

**"Access Control System"** shall mean any system intended to control access to and/or enhance the welfare of BELLA TRAE.

any governmental organization or agency may require the Association to maintain. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Common Expense" shall mean and refer to any expense for which a Installment Assessment or Special Assessment may be made against the Owners and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area as described in **Exhibit "D."** If any of the items identified as possible Common Expenses in this Declaration are included as District Maintenance Special Assessments, the same shall not be included in Common Expenses.

"Declarant" shall mean and refer to Pulte Home Corporation, a Michigan corporation, its successors and assigns. It shall not include any person or party who purchases a Residential Dwelling from Pulte Home Corporation, nor shall it include any person or party who purchases a Parcel from Pulte Home Corporation unless such purchaser of a Parcel specifically is assigned such rights by the Declarant.

"Declaration" shall mean and refer to this COMMUNITY DECLARATION FOR BELLA TRAE and any amendments or modifications thereof hereafter made from time to time.

"FHA" shall mean and refer to the Federal Housing Administration.

"First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Residential Dwelling and who has notified the Association of its holdings.

"FNMA" shall mean and refer to the Federal National Mortgage Association.

"GNMA" shall mean and refer to the Government National Mortgage Association.

"HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

"Immediate Family Members" shall mean the spouse of the Club Member and all unmarried children twenty-two (22) years and younger of either the Club Member or the Club Member's spouse. If a Club Member is unmarried, the Club Member may designate one other person who is living with such Club Member in the Residential Dwelling in addition to children of the Club Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Club Member within the Residential Dwelling.

"Individual Assessment" shall mean and refer to any assessment arising out of either or both of the following events and specifically assessed against the appropriate Owner(s) and their respective Residential Dwelling: (i) any expenses occasioned by the conduct of less than all of the Owners or by the family, tenants, agents, guests or invitees of any Owner; and (ii) any expenses arising out of the provision by the Association of any maintenance, repair or replacement of any Common Area, or any other improvements within the Properties, the maintenance, repair and replacement responsibility of which lies with the Association under the provisions of this Declaration.

"Installment Assessment" shall mean and refer to any monthly, quarterly or yearly assessment (as determined by the Board of Directors) or charge for the purpose of operating the Association and accomplishing any and all of its purposes as determined in accordance herewith,

"Neighborhood Expenses" shall mean and refer to the actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of property within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

"Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Residential Dwelling which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant for so long as Declarant shall hold title to any Residential Dwelling or Parcel.

"Parcel" shall mean and refer to any part of the Properties other than the Common Area, Residential Dwellings, streets and roads, and land owned by the Association, the Declarant, or a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Residential Dwellings or Units, as applicable.

"Property" or "Properties" shall mean and refer to the real property described on **Exhibit "A"**, together with such additional property as is subjected to this Declaration in accordance with Article VIII. The term Property shall be interchangeable with "BELLA TRAE."

"Residential Dwelling" shall mean and refer to either a Lot or Unit.

"Special Assessment" shall mean and refer to any assessment in addition to the Installment Assessments authorized herein, levied by the Association, in any fiscal year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration.

"SFWMD Permit" shall mean South Florida Water Management District ("SFWMD") permit number(s) 49-01179-P-03 (the "SFWMD Permit") attached hereto as **Exhibit "E"** and made a part hereof.

"Surface Water Management System" or "SWMS" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403 (1)-(5) of the Florida Statutes. The BELLA TRAE Surface Water Management System includes those works authorized by SFWMD pursuant to the SFWMD Permit.

"Unit" shall mean a condominium parcel, as that term is defined in Chapter 718, *Florida Statutes* (2003), herein called the "Condominium Act", pursuant to a recorded declaration of condominium affecting all or part of the Properties, and for which a certificate of occupancy has been issued.

"VA" shall mean and refer to the Veterans Administration.

"Voting Interest" shall mean and refer to the appurtenant vote of each Residential Dwelling located within BELLA TRAE, which shall include the voting interests of the Declarant. Each Residential Dwelling shall have an appurtenant vote of one (1) vote per Residential Dwelling; provided, however, subject to the terms of Article IV, Section 2, the Declarant shall be entitled to nine (9) votes per Residential Dwelling owned by the Declarant.

pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although it shall have the right to do so, the Declarant does not represent, warrant, agree or promise to improve additional areas for ingress and egress purposes in the manner above described, and shall be under no obligation to construct the described improvements. The Declarant hereby reserves the right to improve in the manner hereafter set forth, at any time prior to Turnover, additional ingress and egress roadways. The Declarant shall be under no obligation to construct such improvements, but any such improvements as it may construct shall be at its expense. Following completion of such improvements, however, at the sole discretion of the Declarant, such improvements shall become part of the Roadway and Common Areas owned by the Association or part of the Facilities and shall be maintained by the Association or the CDD, as applicable. The improvements which the Declarant is authorized by this Section to construct, place or erect shall consist of paving, curbing, irrigation facilities and landscaping similar to those located or constructed on the Properties. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses of the Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. AT PRESENT, THE ROADWAYS ADJACENT OR IN PROXIMITY TO BELLA TRAE ARE PART OF THE CDD PUBLIC INFRASTRUCTURE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT NEITHER THE ASSOCIATION NOR THE DECLARANT HAVE ANY CONTROL WITH REGARD TO ACCESS AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

Section 3. Irrigation Facilities. The Declarant hereby reserves the right from time to time to improve and expand the existing irrigation facilities in the manner hereafter set forth at any time prior to Turnover. The Declarant shall be under no obligation to improve or expand such irrigation facilities. Following completion of such expansion and improvement, however, the irrigation facilities shall become part of the Common Area owned and maintained by the Association. The improvements which Declarant is authorized by this Section to make may consist of additional underground sprinkler lines and sprinkler heads, and may be located in, on, under, or adjacent to the Properties or the Common Area, and may either be separate from or connected to existing irrigation facilities. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR RESIDENTIAL DWELLING ACKNOWLEDGES AND AGREES THAT THE IRRIGATION SYSTEM MAY UTILIZE A WATER SUPPLY FROM VARIOUS SOURCES. SUCH WATER IS TO BE USED FOR THE PURPOSE OF IRRIGATION TO THE COMMON AREAS ONLY. THE WATER FROM THESE SOURCES MAY OR MAY NOT HAVE A HIGH CONCENTRATION OF IRON WHICH CAN CAUSE STAINING. DECLARANT CANNOT DETECT IN ADVANCE WHICH WATER SUPPLY MAY STAIN WALLS, SIDEWALKS, DRIVEWAYS AND SURROUNDING AREAS. EACH OWNER ACCEPTS BY THE ACCEPTANCE OF A DEED TO THEIR RESIDENTIAL DWELLING THAT IT MAY BECOME NECESSARY TO INSTALL A TREATMENT SYSTEM TO THE IRRIGATION WATER TO PREVENT STAINING ON THE RESIDENTIAL DWELLING, AND OWNER SHALL BE RESPONSIBLE TO INSTALL SUCH TREATMENT SYSTEM. TO THE EXTENT THAT COMMON AREAS REQUIRE SUCH TREATMENT SYSTEM, IT SHALL BE PAID FOR BY THE ASSOCIATION AS A COMMON EXPENSE. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR RESIDENTIAL DWELLING ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, NOT DECLARANT, SHALL BE RESPONSIBLE FOR THE LONG TERM MAINTENANCE OF THE IRRIGATION SYSTEM.

Section 4. Retention Walls. The Declarant may construct retention walls within the Properties. Such walls (the "Retention Walls") shall be maintained, repaired or replaced by the Association. The Association may perform any such maintenance, repairs or replacement of the Retention Walls and the costs of such repair shall be included in the Installment Assessments or assessed as a Special Assessment, as applicable. Failure of the Association to undertake any such

(a) The right of the Association from time to time to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(c) The right of the Association to suspend the voting rights and right to use of the Common Area by an Owner for any period during which any regular Installment Assessment levied under this Declaration against his Residential Dwelling remains unpaid for a period in excess of ninety (90) days, and for a period not to exceed sixty (60) days for any infraction of its published Rules and Regulations;

(d) The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area; provided, however, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without: (i) if prior to Turnover, the approval of: (a) a majority of the Board; and (b) the consent of Declarant; or (ii) from and after Turnover, the approval of: (i) a majority of the Board; and (ii) sixty-six and two-thirds (66 2/3%) percent of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present;

(e) The right of the Association to grant easements as to the Common Area or any part thereof;

(f) The right of the Association to otherwise deal with the Common Area; and

(g) The right of the CDD to operate and maintain the CDD Facilities.

Section 2. Delegation of Use. Any Owner may delegate his right of enjoyment and other rights in the Common Area to: (i) all family or household members of such Owner; or (ii) such Owner's tenants or contract purchasers; and (iii) all family or household members of such tenants or contract purchasers provided the foregoing actually reside upon such Owner's Residential Dwelling. Any delegation to tenants or invitees of any of the foregoing is subject to this Declaration and the Association's Rules and Regulations.

Section 3. Easements for Residential Dwellings. Each Owner of a Residential Dwelling shall have an easement of reasonable size and duration upon, over and across the Residential Dwellings adjacent to it when any part of the Residential Dwelling or appurtenant structure thereof (including, but not limited to, gabled ends) is constructed in such a manner so as to lie directly on or over the common side or rear Residential Dwelling lines between such Residential Dwellings, such easement being for the purpose of maintenance, repair and reconstruction of the Residential Dwelling or appurtenant structure originally constructed by Declarant and for rain water run-off as may be required. This easement shall apply only when necessary to accomplish the purposes set forth herein, and the Owner exercising such easement rights shall be liable for any damages to the adjacent Residential Dwelling arising thereby. Each Residential Dwelling on which such a Residential Dwelling or appurtenant structure, as described above, has been constructed is hereby benefited and burdened by reciprocal appurtenant easements for maintenance, repair and reconstruction as described above; for lateral and subjacent support; and for encroachments between each Residential Dwelling for the unwillful placement, settling or shifting of the improvements as originally constructed thereon, or reconstructed in accordance with this Declaration; provided, however, that in no event shall an easement for encroachment exist if such encroachment was caused by willful misconduct on the part of the Owner of any Residential Dwelling. Notwithstanding anything in this Section to the contrary, in no event shall any easement extend to a distance of more than five (5) feet, as measured from any point on the common boundary line between Residential Dwellings along a line perpendicular to such boundary at such point.

CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF BELLA TRAE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Board. THE RULES AND REGULATIONS SHALL NOT APPLY TO DECLARANT OR TO ANY PROPERTY OWNED BY DECLARANT, AND SHALL NOT BE APPLIED IN A MANNER WHICH WOULD PROHIBIT OR RESTRICT THE DEVELOPMENT OR OPERATION OF THE PROPERTY OR ADVERSELY AFFECT THE INTERESTS OF DECLARANT. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR ITS ASSIGNS, SHALL HAVE THE RIGHT TO: (I) DEVELOP AND CONSTRUCT RESIDENTIAL DWELLINGS, COMMON AREAS AND THE RELATED IMPROVEMENTS WITHIN BELLA TRAE, AND MAKE ANY ADDITIONS, ALTERATIONS, IMPROVEMENTS, OR CHANGES THERETO; (II) MAINTAIN SALES OFFICES (FOR THE SALE AND RE-SALE OF (A) RESIDENTIAL DWELLING AND (B) RESIDENCES AND PROPERTIES LOCATED OUTSIDE OF BELLA TRAE), GENERAL OFFICE AND CONSTRUCTION OPERATIONS WITHIN BELLA TRAE; (III) PLACE, ERECT OR CONSTRUCT PORTABLE, TEMPORARY OR ACCESSORY BUILDINGS OR STRUCTURE WITHIN BELLA TRAE FOR SALES, CONSTRUCTION STORAGE OR OTHER PURPOSES; (IV) TEMPORARILY DEPOSIT, DUMP OR ACCUMULATE MATERIALS, TRASH, REFUSE AND RUBBISH IN CONNECTION WITH THE DEVELOPMENT OR CONSTRUCTION OF ANY PORTION OF BELLA TRAE; (V) POST, DISPLAY, INSCRIBE OR AFFIX TO THE EXTERIOR OF ANY PORTION OF THE COMMON AREAS OR PORTIONS OF BELLA TRAE OWNED BY DECLARANT, SIGNS AND OTHER MATERIALS USED IN DEVELOPING, CONSTRUCTING, SELLING OR PROMOTING THE SALE OF ANY PORTION BELLA TRAE; (VI) EXCAVATE FILL FROM ANY LAKES OR WATERWAYS WITHIN AND/OR CONTIGUOUS TO BELLA TRAE BY DREDGE OR DRAGLINE, STORE FILL WITHIN BELLA TRAE AND REMOVE AND/OR SELL EXCESS FILL; AND GROW OR STORE PLANTS AND TREES WITHIN, OR CONTIGUOUS TO, BELLA TRAE AND USE AND/OR SELL EXCESS PLANTS AND TREES; AND (VII) UNDERTAKE ALL ACTIVITIES WHICH, IN THE SOLE OPINION OF DECLARANT, ARE NECESSARY FOR THE DEVELOPMENT AND SALE OF ANY LANDS AND IMPROVEMENTS COMPRISING BELLA TRAE.

Section 7. Title to Common Area. All or portions of the Common Areas may be dedicated by plats, created in the form of easements, or conveyed by written instrument recorded in the public records, or by Fee Simple Deed or Quit Clam Deed from the Declarant to the Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association shall accept any and all transfer of permits from Declarant, or any other permittee of any permit required by a governmental agency in connection with the development of BELLA TRAE, as modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE DEDICATED OR CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN



Section 12. Easement Over the Grassed Area. The Association and its contractors shall have an easement over grassed portions Common Areas for lawn maintenance which maintenance shall include, without limitation, fertilizing, pruning, mowing, spraying of insecticide and resodding, if necessary, as well as any related functions.

Section 13. Easements Reserved in Common Area for Use in Connection with Other Homeowner Associations. Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area not occupied by a building or recreation amenity to be used for, by or in connection with any homeowners association development which may hereafter be erected on land now or hereafter owned by Declarant within the Properties, or as may become necessary in providing such developments with utility services, drainage or irrigation facilities. Neither this reservation of rights, nor anything else herein contained is intended to, nor shall it, constitute or be deemed to constitute a commitment, warranty or representation by Declarant to hereafter construct or develop such other homeowners association developments and Declarant hereby declares that it neither makes nor gives any such commitment, warranty or representation.

Section 14. General Easements.

(a) Perpetual easements for the installation and maintenance of utilities and drainage areas are hereby reserved to Declarant, the Association, and Osceola County in and to all utility easement and drainage easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Residential Dwellings to and from the easements areas), and Declarant, the Association and Osceola County each shall have the right to convey such easements on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Neither the easement rights reserved pursuant to this Section nor as shown on the Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with access to or the installation of the use and maintenance of the easement areas or any utilities or drainage facilities, or which may change the direction of flow or obstruct or retard the flow of drainage water in any easement areas, or which may reduce the size of any water retention areas constructed by Declarant in such easement areas. The easement areas of each Residential Dwelling, whether as reserved hereunder or as shown on the Plat, and all improvements in such easement areas shall be maintained continuously by the Owner of the Residential Dwelling upon which such easement exists, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage shown on the Plat, the Declarant shall have the right, without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas, including slope control areas.

(b) The Declarant may designate certain areas of the Properties as "Drainage Easements" on the final plat. Such Drainage Easements may not be subsequently removed by Owners. No permanent improvements or structures shall be placed or erected upon the Drainage Easements. In addition, no fences, driveways, pools and decks, patios, air conditioners, any impervious surface improvements, utility sheds, sprinkler systems, trees, shrubs, hedges, plants or any other landscaping element other than sod shall be placed or erected upon or within such Drainage Easements. This Paragraph shall not apply to Declarant if such improvements by it are approved by Osceola County.

(c) The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement five (5) feet wide running along the rear or side lot line, as the case may be, of any Residential Dwelling which is parallel to and adjacent to any arterial and/or collector roads and streets for the purpose of construction of a privacy wall or fence and name monuments for the Properties. Once such fence or monuments, or both, have been erected, the Association shall have the obligation, at the Association's expense, which shall be a common expense, to maintain, repair and replace the exterior portions of such wall or fence and monuments in a neat and aesthetic condition. The level of

## ARTICLE IV

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Residential Dwelling, which is subject to assessments shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities that hold a leasehold interest or an interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Residential Dwelling is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one Residential Dwelling shall be entitled to one membership for each Residential Dwelling owned. Membership shall be appurtenant to and may not be separated from ownership of any Residential Dwelling which is subject to assessments, and it shall be automatically transferred by conveyance of that Residential Dwelling. The Declarant shall be a member so long as it owns one or more Residential Dwellings.

Section 2. Membership Classifications. The Association shall have two classes of voting membership, Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. The two classes of voting memberships, and voting rights related thereto, are as follows:

(a) Class A. Class A members shall be Owners of Residential Dwellings located within the real property described in **Exhibit "A"**; provided, however, the Declarant shall not be a Class A member. When more than one person or entity holds an interest in any Residential Dwelling, the vote for such Residential Dwelling shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to such Residential Dwelling nor shall any split vote be permitted with respect to such Residential Dwelling. Every Residential Dwelling within the Properties, the Owner of which is a Class A member, shall be entitled to one (1) vote.

(b) Class B. Declarant shall be the Class B member, and shall be entitled to nine (9) votes for each Residential Dwelling owned; provided, however, that as to land which is annexed or added pursuant to Article VIII of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted or subjected to condominium form of ownership, whereupon Declarant shall be entitled to nine (9) votes per Residential Dwelling in lieu of the votes per acre. Notwithstanding the foregoing, from and after Turnover, the Declarant shall be entitled to one (1) vote for each Residential Dwelling owned.

Section 3. Turnover. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners other than the Declarant. The Turnover of the Association by the Declarant shall occur at the Turnover meeting. The purpose of the Turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A and Class B members of the date, location, and purpose of the Turnover meeting. The Turnover meeting shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

- (a) When ninety percent (90%) of the Residential Dwellings are conveyed to Owners, other than Declarant; or
- (b) On December 31, 2020; or
- (c) Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery. The expense of such lawn and landscaping maintenance shall be a Common Expense.

Section 8. Sprinkling System. The Association is hereby granted a non-exclusive easement over, on, under, across and through the Properties for the purpose of maintaining, repairing, replacing and operating such of the irrigation facilities as may have been or may hereafter be installed by the Declarant in connection with its development of the Properties. No easement pursuant to this Section shall exist, however, as to any portion of the Properties occupied by any building or improvement constructed by the Declarant as part of a Residential Dwelling, Common Area facility or other improvements thereon. Declarant reserves the right to install, operate and maintain irrigation and sprinkling equipment on any Common Area or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense and such shall be a Common Expense.

Section 9. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or Rules and Regulations promulgated by the Association. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Residential Dwelling, including, but not limited to, the right to park. The failure to pay fines shall subject the Owner to any and all remedies available to the Association.

Section 10. CDD's Duty to Maintain Surface Water Management System. All or certain portions of the Surface Water Management System within or in proximity to BELLA TRAE will be owned by the Association as Common Areas or will be common elements subject to the condominium form of ownership. The Surface Water Management System within or in proximity to BELLA TRAE will be maintained and operated by the CDD or the Neighborhood Associations as permitted by the SFWMD. The costs of the operation and maintenance of the Surface Water Management System operated and maintained by the CDD shall be part of the CDD Maintenance Special Assessments. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation under the responsibility or control of Association. Association shall accept any and all transfer of permits from Declarant to the extent permits are not transferred to the CDD. Association shall cooperate with Declarant with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

Section 11. Waterbodies. NEITHER THE DECLARANT NOR THE ASSOCIATION, MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN BELLA TRAE; PROVIDED, FURTHER, THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY IN ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL DWELLING, EACH OWNER

(c) Duty of Board to Fix Amount. The Board of Directors may fix the Installment Assessment for Common Expenses at an amount not in excess of the limitations on the Installment Assessment rate established in this Section.

Section 4. Special Assessments. In addition to the Installment Assessments authorized above, the Association may levy, in any fiscal year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or for the purpose of defraying, in whole or in part, any other costs authorized by this Declaration. No vote of the Voting Interests shall be required for such Special Assessments, and such Special Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Association. So long as the Declarant holds title to any Residential Dwelling, no Special Assessments shall be imposed without the prior written consent of the Declarant.

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3. Written notice of any members' meeting called for the purpose of taking any action authorized under Section 3 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast ten percent (10%) of all the votes of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Declarant's Common Expenses Assessment. Notwithstanding any provision of this Declaration or the Association's Articles or Bylaws to the contrary, prior to Turnover, the Declarant shall not be obligated for, nor subject to any Installment Assessment for any Residential Dwelling which it may own, provided Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by Installment Assessments and the amount received from Owners, other than the Declarant, in payment of the Installment Assessments levied against their Class A Residential Dwellings and Class B Residential Dwellings. Such difference shall be called the "Deficiency," and shall not include any reserve for replacements, operating reserve, depreciation reserves, capital expenditures, Individual Assessments, or Special Assessments. The Declarant may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the Deficiency, and waiving its right to exclusion from Installment Assessments. Upon giving such notice, or upon Turnover, whichever is occurs first, each Residential Dwelling owned by Declarant shall thereafter be assessed at twenty-five percent (25%) of the Installment Assessment established for Residential Dwellings owned by Class A members. Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures, Individual Assessments, or Special Assessments. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Residential Dwellings which are subject to the operation of this Declaration. Upon transfer of title of a Residential Dwelling owned by Declarant, the Residential Dwelling shall be assessed in the amount established for Residential Dwellings owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Residential Dwellings from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Residential Dwellings owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article shall not apply to the Common Area, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed under Florida law. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Residential Dwelling which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Residential Dwelling foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof. In lieu of foreclosing its lien, the Association, at its election, shall have the right to collect amounts due it by suit for collection brought against the Owner personally obligated for payment.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Residential Dwelling shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FHA or VA. The sale or transfer of any Residential Dwelling pursuant to foreclosure of such a first mortgage or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Residential Dwelling Owner from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any such First Mortgagee of a Residential Dwelling any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Residential Dwelling; provided, however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Residential Dwelling encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any such First Mortgagee holding a lien on a Residential Dwelling may pay, but shall not be required to pay, any amounts secured by the lien created by this Article VI. Mortgagees are not required to collect assessments.

Section 14. Individual Assessments. Any cost or expense required to be paid by an Owner related solely to such Owner or its Residential Dwelling, and any and all other accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration or any applicable future Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any Owner or of any Owner's family, household members or invitees, also shall be assessed by the Association against such Owner's Residential Dwelling after such Owner fails to pay the same when due or upon demand and such default continues for thirty (30) days after written notice.

Section 15. Certificate of Amounts Due. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Residential Dwelling have been paid. A properly executed certificate of the Association as to the status of assessments on a Residential Dwelling shall be binding upon the Association as of the date of its issuance.

Assessments, Individual Assessments, fines, interest and administrative late fees, immediately due and payable.

Section 22. Working Capital Contribution. There shall be a working capital contribution fee of Five Hundred and no/100 Dollars (\$500.00), which fee shall be paid by each Owner that purchases a Residential Dwelling from the Declarant. The working capital contribution shall be paid at the time of closing and transfer of title on their Residential Dwelling and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as working capital contributions are not to be considered as advance payments of regular Installment Assessments.

Section 23. Resale Capital Contribution. There shall be collected upon every conveyance of an ownership interest in a Residential Dwelling by an Owner other than Declarant a resale capital contribution (the "Resale Capital Contribution") in the amount of one hundred and fifty and No/100 Dollars (\$150.00) payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Declarant. After the Residential Dwelling has been conveyed by Declarant, Resale Capital Contribution shall be a recurring assessment payable to Association upon all succeeding conveyances of a Residential Dwelling. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Residential Dwellings shall be assessed a uniform amount. The Resale Capital Contribution shall be paid at the time of closing and transfer of title on their Residential Dwelling and shall be used by the Association to establish an initial reserve account or to be used for any normal operating expenses of the Association. Amounts paid as Resale Capital Contribution are not to be considered as advance payments of regular assessments.

Section 24. Budgeting and Allocating Neighborhood Expenses. The Board may prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. The Association is hereby authorized to levy Neighborhood Assessments against all Residential Dwellings in a Neighborhood to fund Neighborhood Expenses. Each such budget shall include any costs for additional services and any contribution to be made to a reserve fund adopted by the Board. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments, and the amount required to be generated through the levy of Neighborhood and Special Assessments in such Neighborhood.

Section 25. Special Use Fees. The Association shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club Facilities, including the Clubhouse, or tickets for shows, special events, or performances held in the Clubhouse which are paid initially by the Association. Special Use Fees shall be payable at such time or time(s) as determined by the Board. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Association shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Association and shall not offset or reduce the Installment Assessment payable by Owners. For those programs or events, if any, for which tickets are sold, Association may adopt Rules and Regulations as to entitlement of the tickets as Association Owner deems necessary.

modify and amend, a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the ARC as a guide or standard for determining compliance with this Declaration and the acceptability of those components of development, construction and improvement of any Properties or Common Area requiring review and approval by the ARC. Until the Declarant's delegation of the architectural and landscape review and control functions to the Association, any such Design Review Manual must be approved by the Declarant in writing prior to its adoption and promulgation. Any such single Design Review Manual or separate Architectural Design Standards Manual and separate Landscape Design Standards Manual may include a detailed interpretation or explanation of acceptable standards, specifications and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation, and such other design elements as the ARC shall, in its discretion, determine. Such Design Review Manual shall be used by the ARC and other affected persons only as a guide and shall not be binding upon the ARC in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to this Declaration.

Section 6. Procedure for Review. In order to obtain the approval of the ARC, each Owner shall observe the following:

- (a) Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ARC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, and specifications and the times scheduled for completion, all as reasonably specified by the ARC.
- (b) In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.
- (c) No later than thirty (30) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ARC.
- (d) Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARC.
- (e) In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ARC fails to provide

improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article.

## ARTICLES VIII

### MASTER PLAN

Section 1. Master Plan of Development. The Declarant has on file at its business office, presently located at 4901 Vineland Road, Suite 500, Orlando, FL 32811, and on file with Osceola County Planning and Zoning Department, a copy of the master plan of development (the "Master Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such Common Areas or adhere to the Master Plan. Such Master Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "Master Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Declaration shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 3. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration; provided, that, the Declarant holds title to such portion of the Properties. The Association shall have no right to withdraw land from the Properties.

Section 4. Annexation.

(a) Additions to Properties and Master Plan

(1) Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in this Section 4 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, subject to Declarant's rights to modify. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section and in said Master Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.



(3) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Residential Dwellings thereof as provided in Article IV, Section 2.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Residential Dwellings which it owns, upon the same terms and conditions as contained in this Declaration.

Section 5. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the Master Plan, any amendments thereto and the Recorded Easements. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

## ARTICLE IX

### SPECIAL PROVISIONS TO COMPLY WITH REQUIREMENTS OF HUD, FHA, VA, FNMA, GNMA

Section 1. Information. The Association shall make available to all Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Residential Dwelling, upon Buyer reserves the right to select a title insurance company of his or his Lender's choice. reasonable notice and for a reasonable charge not to exceed the cost of photocopying, current copies of this Declaration, the Articles and Bylaws, and any Rules and Regulations in force from time to time, and/or the most recent audited annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association shall be available for inspection, upon request, during normal business hours.

Section 2. Contracts. The Association shall not be bound to contracts or leases prior to transfer of control by Declarant to other Owners, unless there is a right of termination, without cause, exercisable by the Association, without penalty, after transfer of control by the Declarant, and upon not more than ninety (90) days' notice to the other party to such contract or lease.

Section 3. Reserves. The Association may establish and maintain, out of assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to those portions of the Common Area not subject to the Recorded Easements and other portions of the Property which the Association is obligated to maintain.

Section 4. Lender's Notices. Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Residential Dwelling number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project or the Residential Dwelling encumbered by its mortgage.

be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions of this Declaration and such other provisions shall remain in full force and effect.

Section 4. Amendments. This Declaration may be amended from time to time as provided in this Section.

(a) General Restrictions on Amendments. Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns, shall own any Residential Dwelling no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration. Prior to Turnover, no amendment shall be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the Properties shall have the prior approval of SFWMD; such approval need not be recorded. No amendment shall be effective unless it is recorded in the Osceola County Public Records.

(b) Amendments Prior to Turnover. Prior to Turnover, the Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, that such amendment does not destroy or substantially alter the Master Plan or scheme of development of the Properties. In the event that the Association shall desire to amend this Declaration prior to Turnover, the Association must first obtain the Declarant's prior written consent to any proposed amendment.

(c) Amendments After Turnover. After Turnover, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) sixty-six and two-thirds percent (66 2/3%) of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which a quorum is present.

Section 5. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 6. Assignments. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Residential Dwellings. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 7. Approvals. Wherever in the covenants the consent or approval of Declarant is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by Declarant. In the event Declarant fails to act on any such written request within thirty (30) days after the same has been received by Declarant as required above, the consent or approval of Declarant to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the covenants herein contained.

RETENTION AND DETENTION LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTIES. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, AND INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

NEITHER DECLARANT, NOR THE ASSOCIATION, NOR ANY OF THEIR SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AND DETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER WATER BODY WITHIN OR ADJACENT TO THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR THE USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES CONTAINED WITHIN OR ADJACENT TO THE PROPERTY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTIES, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTIES MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT WITHIN THE PROPERTIES, ALL OWNERS OR USERS OF SUCH PROPERTIES SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

## ARTICLE XII

### CLUB PLAN

Section 1. Benefits of Club. Association and each Owner, by acceptance of title to a Residential Dwelling, ratify and confirm this Club Plan and agree as follows:

(a) Term and Covenant Running with Land. The terms of this Club Plan shall be covenants running with BELLA TRAE in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of BELLA TRAE which can be improved with a Residential Dwelling shall be burdened with the payment of Installment Assessment, which shall include costs and expenses in connection with the Club Plan. Every Owner, by acceptance of a deed to any Residential Dwelling, shall automatically assume and agree to pay all Installment Assessments owing in connection with such Residential Dwelling.

(b) Value. By acceptance of a deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of BELLA TRAE and any part thereof more valuable than it would be otherwise. All Owners and Declarant agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner acknowledges that Declarant is investing substantial sums of money and time in developing the Club Facilities

(c) place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Common Areas for sales, construction storage, or other purposes;

(d) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Common Area in connection with the development or construction of any of the Club Facilities or any improvements located within BELLA TRAE;

(e) post, display, inscribe or affix to the exterior of the Clubhouse or any other part of the Club Facilities, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of BELLA TRAE including, without limitation, the sale of parcels and Residential Dwellings;

(f) conduct whatever commercial activities within the Clubhouse deemed necessary, profitable and/or appropriate by Declarant;

(g) develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

(h) excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Properties, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and

(i) all activities which, in the sole opinion of Declarant, are necessary for the development of the Club or any lands or improvements therein.

Declarant reserves the absolute right in Declarant's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in assessments.

Section 5. Commercial Space. It is possible that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Declarant may deem appropriate in Declarant's sole and absolute discretion. Declarant may permit Club Members to access any commercial facilities located within the Club Property at Declarant's sole and absolute discretion. Declarant may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Declarant or Club Members, then Declarant shall require such other user(s) to pay a fair and reasonable share of the Club expenses as determined by Declarant in its sole and absolute discretion. Declarant shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Declarant and shall not offset or reduce the assessments payable by Owners.

Section 6. Operations. The Club shall be under the complete supervision and control of Association until Association, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party such as Club Manager, if ever, as hereinafter provided. At any time, Association may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Association. Without limiting the foregoing, the Club Manager, if so agreed by Association, may file liens for unpaid Special Fees against Residential Dwellings, may enforce the Club Rules and Regulations, and prepare the Budget for the Club.

Section 7. General Restrictions. Each Club Member, Immediate Family Member and other person entitled to use the Club shall comply with following general restrictions:

Section 8. Violation of Club Rules and Regulations.

(a) Basis For Suspension. The membership rights of a Club Member may be suspended by the Association if, in the sole judgment of the Association:

- (1) such person is not an Owner or a Lessee;
- (2) the Club Member violates one or more of the Club Rules and Regulations;
- (3) an Immediate Family, a guest or other person for whom a Club Member is responsible violates one or more of the Club Rules and Regulations;
- (4) an Owner fails to pay any assessments authorized pursuant to the terms of this Declaration in a proper and timely manner; or
- (5) a Club Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to an Owner, third party or to the Association.

(b) Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Club Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the use rights of a Lessee if such Lessee's Owner fails to pay assessments due in connection with a leased Residential Dwelling. In addition, the Association or Club Manager may suspend some use rights while allowing a Club Member to continue to exercise other use rights. For example, the Association or Club Manager may suspend the rights of a particular Club Member (and/or Immediate Family Member) or the Association or Club Manager may prohibit a Club Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No Club Member whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of assessments or any other fees. During the restriction or suspension, assessments shall continue to accrue and be payable each month. Under no circumstance will a Club Member be reinstated until all assessments and other amounts due to the Association are paid in full.

Section 9. Release. BEFORE ACCEPTING A DEED TO A RESIDENTIAL DWELLING, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL DWELLING, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A RESIDENTIAL DWELLING THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT THE PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS,

lien against the Home as set forth in this Section. Failure to pay such sums may result in loss of property as set forth in this Section. The CDD may construct, in part or in whole, by the issuance of Bonds (as explained in Section 2 above) certain facilities which may consist of roads, utilities and/or drainage system, as the CDD determines in its sole discretion

Section 4. Common Areas and Facilities Part of CDD. Portions of the Common Areas may be conveyed by Declarant to the CDD. Such areas will become part of the Facilities will be part of the CDD and the CDD shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in Article III, Section 7, herein respecting Declarant's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the CDD or Association, thereby making such Common Areas part of the CDD's Facilities. The CDD or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of CDD assessments for the construction and operation of the Facilities as set forth in this Section. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

#### ARTICLE XIV

#### NEIGHBORHOODS

Section 1. Neighborhood Designation. Each Dwelling within BELLA TRAE shall be located within a Neighborhood. This Declaration or a Supplemental Declaration submitting additional property to this Declaration shall designate the property submitted thereby to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than fifty percent (50%) of the Voting Interests in the affected Neighborhoods. The following Neighborhoods are hereby designated by this Declaration:

(a) Promenades at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Promenades at Bella Trae recorded in the Public Records of Osceola County (the "Promenades Neighborhood").

(b) Mandalay at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Promenades at Bella Trae recorded in the Public Records of Osceola County (the "Mandalay Neighborhood").

(c) Ventura at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Promenades at Bella Trae recorded in the Public Records of Osceola County (the "Mandalay Neighborhood").

Section 2. Neighborhood Insurance. The Board may authorize the Association to obtain and maintain property insurance on insurable improvements within such Neighborhood and liability insurance in such amount as the Board determines appropriate. Premiums for insurance needs within a Neighborhood may be included in the Neighborhood Expenses of the Neighborhood to which such premiums apply, unless the Board determines that other treatment of the premiums is more appropriate.

Signed Sealed and Delivered in the  
Presence of:

Judith L. Duncan  
Print Name: Judith L. Duncan

Richard B. Machrie  
Print Name: Richard B. Machrie

DECLARANT:

PULTE HOME CORPORATION, a Michigan  
corporation

By: Marc A. Tindall

Print Name: Marc A. Tindall

Its: Atty-In-Fact

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 6th day of April, 20 06 by Marc A. Tindall, as Atty-in-fact of Pulte Home Corporation, a Michigan corporation on behalf of the corporation. Who is personally known to me or produced as identification.

Tiffany Tefft  
(Signature of Notary Public)

(Type, Print or Stamp  
Commissioned Name of Notary Public)  
Date of Expiration and Number  
Of Commission:

Exhibits:

- "A" - Property
- "B" - Articles of Incorporation
- "C" - Bylaws
- "D" - Common Areas
- "E" - SFWMD Permit

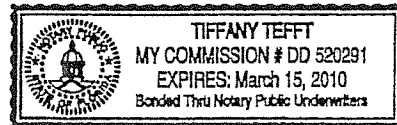


EXHIBIT "A"  
PROPERTY  
LEGAL DESCRIPTION

CL 2006094148

OR 3119/1724

CHAMPIONSGATE  
PART OF PARCEL 7

DESCRIPTION:

That part of Parcel 7, CHAMPIONSGATE VILLAGE, according to the plat thereof, as recorded in Plat Book 12, Pages 39 through 42, of the Public Records of Osceola County, Florida, described as follows:

Begin at the Westernmost corner of said Parcel 7 and a non-tangent curve concave Southeasterly having a radius of 468.00 feet and a chord bearing of N35°16'53"E; thence run Northeasterly along the arc of said curve and the Southeasterly right-of-way line of Masters Boulevard, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE, through a central angle of 51°23'52" for a distance of 419.83 feet to the point of reverse curvature of a curve concave Northwesterly having a radius of 532.00 feet and a chord bearing of N45°42'04"E; thence run Northeasterly along the arc of said curve and said Southeasterly right-of-way line through a central angle of 30°33'31" for a distance of 283.74 feet to the point of reverse curvature of a curve concave Southerly having a radius of 38.00 feet and a chord bearing of N72°48'17"E; thence run Easterly along the arc of said curve and said Southeasterly right-of-way line through a central angle of 84°45'57" for a distance of 56.22 feet to the point of tangency and the Southerly right-of-way line of Links Boulevard, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE; thence run the following courses and distances along said Southerly right-of-way line: S64°48'45"E for a distance of 87.50 feet to the point of curvature of a curve concave Northerly having a radius of 714.00 feet and a chord bearing of S76°12'48"E; thence run Easterly along the arc of said curve through a central angle of 22°48'05" for a distance of 284.14 feet to the point of tangency; thence run S87°36'50"E for a distance of 482.36 feet; thence leaving said right-of-way line run S02°23'10"W for a distance of 160.25 feet; thence run S23°32'26"W for a distance of 91.84 feet; thence run S42°55'43"W for a distance of 105.72 feet; thence run S50°30'41"E for a distance of 130.26 feet; thence run N32°54'55"E for a distance of 110.00 feet; thence run S89°12'56"E for a distance of 198.36 feet; thence run S52°58'49"E for a distance of 96.98 feet; thence run S03°25'04"W for a distance of 91.15 feet; thence run S44°26'05"W for a distance of 99.55 feet to the North line of Tract L, Conservation Area, as shown on the plat of CHAMPIONSGATE VILLAGE; thence run the following courses and distances along the North and West line of said Tract L: N82°14'08"W for a distance of



Exhibit "A"  
Property (continued)

CHAMPIONSGATE  
PART OF PARCEL 8

DESCRIPTION:

That part of Parcel 8, CHAMPIONSGATE VILLAGE, according to the plat thereof, as recorded in Plat Book 12, Pages 39 through 42, of the Public Records of Osceola County, Florida, described as follows:

BEGIN at the Southeast corner of said Parcel 8; thence run the following courses and distances along the Northerly right-of-way line of Links Boulevard, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE: N87°36'50"W for a distance of 469.39 feet to the point of curvature of a curve concave Northeasterly having a radius of 686.00 feet and a chord bearing of N76°12'48"W; thence run Northwesterly along the arc of said curve through a central angle of 22°48'05" for a distance of 273.00 feet to the point of tangency; thence run N64°48'45"W for a distance of 87.50 feet to the point of curvature of a curve concave Northeasterly having a radius of 38.00 feet and a chord bearing of N22°25'47"W; thence run Northerly along the arc of said curve through a central angle of 84°45'57" for a distance of 56.22 feet to the Easterly right-of-way line of Masters Boulevard, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE and the point of reverse curvature of a curve concave Westerly having a radius of 532.00 feet; thence run the following courses and distances along said Easterly right-of-way line from a chord bearing of N17°33'35"E: run Northerly along the arc of said curve through a central angle of 04°47'13" for a distance of 44.45 feet to the point of compound curvature of a curve concave Westerly having a radius of 418.00 feet and a chord bearing of N09°34'37"E; thence run Northerly along the arc of said curve through a central angle of 11°10'44" for a distance of 81.56 feet to the point of tangency; thence run N03°59'15"E for a distance of 269.56 feet; thence run N02°46'08"E for a distance of 36.97 feet to the point of curvature of a curve concave Easterly having a radius of 3498.00 feet and a chord bearing of N05°12'18"E; thence run Northerly along the arc of said curve through a central angle of 04°52'22" for a distance of 297.49 feet to a point on a non-tangent line; thence leaving said Easterly right-of-way line run N89°32'57"E along the Northerly line of said Parcel 8 and a Westerly prolongation thereof for a distance of 419.96 feet to a point on a non-tangent curve concave Northerly having a radius of 352.65 feet and a chord bearing of S82°22'43"E; thence run Easterly along the

CHAMPIONSGATE  
PART OF PARCEL 9 AND ALL OF PARCEL 9A

DESCRIPTION:

That part of Parcel 9 and all of Parcel 9A, CHAMPIONSGATE VILLAGE, according to the plat thereof, as recorded in Plat Book 12, Pages 39 through 42, of the Public Records of Osceola County, Florida, described as follows:

BEGIN at the Southernmost corner of said Parcel 9, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE; thence run N00°11'09"W along the West line of said Parcel 9 for a distance of 128.58 feet to the Southeast corner of Parcel 9A, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE; thence run S89°48'51"W along the South line of said Parcel 9A for a distance of 222.47 feet; thence run the following courses and distances along the West line of Parcel 9A and Parcel 9, as shown on the aforesaid plat of CHAMPIONSGATE: N37°39'51"E for a distance of 69.37 feet; thence run N00°32'57"W for a distance of 64.40 feet; thence run N18°49'49"W for a distance of 76.28 feet; thence run N02°27'56"E for a distance of 57.75 feet; thence run N16°27'54"E for a distance of 117.74 feet; thence run N23°59'22"E for a distance of 55.06 feet; thence run N50°39'49"W for a distance of 38.80 feet; thence run N02°27'24"W for a distance of 51.65 feet; thence run N33°10'48"E for a distance of 54.61 feet; thence run N86°40'58"E for a distance of 83.34 feet; thence run N19°20'31"E for a distance of 84.48 feet; thence run N38°41'48"E for a distance of 57.72 feet; thence run N00°11'09"W for a distance of 841.15 feet; thence leaving said West line run N89°48'51"E for a distance of 136.17 feet; thence run S47°29'03"E for a distance of 83.97 feet; thence run N89°48'51"E for a distance of 151.49 feet; thence run S82°14'49"E for a distance of 244.99 feet to the Westerly right-of-way line of Masters Boulevard, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE; thence run the following courses and distances along said Westerly right-of-way line: S07°45'11"W for a distance of 978.49 feet to the point of curvature of a curve concave Northwesterly having a radius of 468.00 feet and a chord bearing of S34°22'00"W; thence run Southwesterly along the arc of said curve through a central angle of 53°13'38" for a distance of 434.77 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 532.00 feet and a chord bearing of S43°42'21"W; thence run Southwesterly along the arc of said curve through a central angle of 34°32'55" for a distance of 320.79 feet to the POINT OF BEGINNING.

Containing 18.069 acres more or less.