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**COMMUNITY DECLARATION
FOR
BELLA TRAE**

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

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.

"Articles" shall mean the Articles of Incorporation of BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, attached hereto as **Exhibit "B"** and made a part hereof, including any and all amendments or modifications thereof.

"Association" shall mean and refer to BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

"Board" shall mean the Board of Directors of the Association.

"Bylaws" shall mean the Bylaws of the Association attached hereto as **Exhibit "C"** and made a part hereof, including any and all amendments or modifications thereof.

"CDD" shall mean the ChampionsGate Community Development District formed by the Master Declarant for the purposes that may include without limitation, financing, developing and maintaining master infrastructure for or related to Championsgate, which CDD shall be responsible for the maintenance of all or a portion of the Championsgate common areas.

"CHAMPIONSGATE" shall mean the mixed use master development subject to the Master Declaration of which BELLA TRAE is a part, including without limitation, golf courses and residential resort/time share developments.

"Club" shall mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Declarant from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Declarant shall actually have constructed and/or made available to Owners pursuant to the Club Plan. The Club Facilities are more specifically set forth in Article XII herein. PRIOR TO TURNOVER, THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT DECLARANT'S SOLE AND ABSOLUTE DISCRETION.

"Club Manager" shall mean the entity operating and managing the Club, at any time. Declarant or Association may be Club Manager as provided in this Club Plan. Declarant reserves the right to designate the Club Manager in Declarant's sole and absolute discretion.

"Club Member" shall mean every Owner (other than an Owner who has leased his Residential Dwelling to Lessee) and Lessee; provided, however, for the purposes of Club membership, there shall be only one Owner and Lessee per Residential Dwelling. A person shall continue to be a Club Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Residential Dwelling. Once an Owner leases a Residential Dwelling, only the Lessee shall be entitled to exercise the privileges of a Club Member with respect to such Residential Dwelling; however, the Owner and Lessee shall be jointly and severally liable for all assessments.

"Club Plan" shall mean the BELLA TRAE Club Plan, together with all amendments and modifications thereto as further detailed in Article XII of this Declaration.

"Common Area" shall mean and refer to those portions of the Property, and improvements thereon, if any, which the Association has the obligation to maintain for the common use, benefit and enjoyment of all Owners. The Common Areas that may be dedicated by plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records of Osceola County, or by Quit Claim Deed or Fee Simple Deed from Declarant to Association are described on **Exhibit "D"** attached hereto and incorporated herein by reference. After the date hereof, Declarant may add additional real property and/or interests in real property located within the Property which Declarant determines is reasonably necessary for the development or maintenance of the Common Areas or which

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,

including, without limitation, payment of Common Expenses and collection of amounts necessary for the operation of the Association.

"Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Dwelling, commercial property, or Club Facilities, which owner and holder of said mortgage shall be any federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

"Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

"Lessee" shall mean the lessee named in any written lease respecting a Residential Dwelling who is legally entitled to possession of any Residential Dwelling within BELLA TRAE. An Owner and Lessee shall be jointly and severally liable for all assessments.

"Lot" shall mean and refer to the least fractional part of the subdivided lands within any duly recorded plat of any subdivision which prior to or subsequently to such platting is made subject hereto and which has limited fixed boundaries and an assigned number, letter or other name through which it may be identified; provided, however, that "Residential Dwelling" shall not mean any Common Area.

"Master Association" shall mean and refer to the CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation.

"Master Declarant" shall mean RIDA ASSOCIATES LIMITED PARTNERSHIP, a Florida limited partnership, and its designated successors and assigns as further defined in the Master Declaration.

"Master Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions for ChampionsGate recorded in OR Book 1851, Page 1611 of the Public Records of Osceola County as amended from time to time.

"Master Plan" shall mean and refer to the Master Development Plan for BELLA TRAE on file with the planning and zoning department of Osceola County and as the same may be amended or modified from time to time.

"Neighborhood" shall mean and refer to a group of Residential Dwellings designated in this Declaration or in a Supplemental Declaration(s) as a separate Neighborhood for purposes receiving other benefits or services from the Association which are not provided to all Residential Dwellings within the Properties. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

"Neighborhood Association" shall mean and refer to any property owners' association, homeowners' association, condominium association or other such entity, their successors and assigns formed pursuant to Neighborhood Association governing documents to be imposed upon any portion of the Property. The owner of any Parcel within the Properties shall be required to form and impose a Neighborhood Association on the Parcel before selling or conveying any a Residential Dwelling constructed on the Parcel.

"Neighborhood Assessments" shall mean and refer to assessments levied against the Residential Dwellings in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses.

"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.

Section 2. Interpretations. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of one gender includes all genders; and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days; and if such time period expires on a Saturday, Sunday or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or legal holiday. Unless the context expressly requires otherwise, the term "Common Area", "Common Property", "Residential Dwelling", "Unit", "Residential Dwelling" and "Property" include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. Unless the context expressly requires otherwise, the terms "assessment" or "assessments" shall mean and refer to any assessments made in accordance with this Declaration and imposed, established and collected by the Association from time to time, including without limitation, Installment Assessments, Special Assessments, Individual Assessments, Neighborhood Assessments and Special Use Fees. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the Property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration or any other document described in the preceding Sections of this Article are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II

DEVELOPMENT PLAN

Section 1. Operation, Maintenance and Repair of Common Areas. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to operate, maintain and repair the Common Area described on **Exhibit "D,"** and any improvements thereon, including, but not limited to any SWMS, lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties; to maintain and repair the Club Facilities; to maintain the decorative entranceways to the Properties, including decorative fountain areas; to maintain, operate and repair the gatehouse, including, without limitation, staffing with personnel; to maintain and repair the surface of certain walls and fences, if any, bordering the Properties and bordering the streets within the Properties; to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; to pay amounts payable in connection with any private street lighting agreement between Association and the public utility company in connection with lighting for streets within the Properties, or other areas designated by the Board of Directors; to maintain and repair the Access Control System; and take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and Bylaws, or this Declaration subject to the exceptions within this Declaration. The Association shall not operate, maintain or repair any portions of the Common Area described on **Exhibit "D"** for which the CDD bears the responsibility of operating, maintaining and repairing subject to that Grant of Access and Utilities Easement recorded in OR Book 1611, Page 41 of the Public Records of Osceola County in favor of the CDD, that Grant of Access and Utilities Easement recorded in OR Book 1611, Page 51 of the Public Records of Osceola County in favor of the CDD and that Modification of Access and Utilities Easement recorded in OR Book 2594, Page 1143 of the Public Records of Osceola County in favor of the CDD.

Section 2. Roadway. The Common Areas include paved asphalt roadways as described on **Exhibit "D"** (the "Roadway"). The Declarant hereby grants easements for ingress and egress over and across the roadways located on Properties to Owners, their guests, and invitees and to emergency vehicles. There may be additional areas improved as roadway with asphalt or other type road. Without limiting any other provision of this Declaration, Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces designated as Common Areas, including without limitation, roads,

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

maintenance, replacement or repair on the Retention Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retention Walls.

Section 5. Boundary Walls. The Declarant may construct a border or perimeter wall along all or part of some or all of the publicly dedicated arterial and collector streets within the Properties or streets bounding its perimeter. Such walls (the "Boundary Walls") may be constructed either on dedicated rights of way, Common Areas, Residential Dwellings, or other land adjacent to such rights of way, and may include a combination of berming, landscaping and vegetation or other material to provide for buffering to the extent desired by Declarant. Whether or not located on Common Areas, the Association shall maintain and repair at its expense such Boundary Walls, if any. The Association shall maintain and repair at its expense and as a Common Expense any such Boundary Walls located on Common Areas. The Association may perform any such maintenance, repairs or replacement of the Common Area Boundary 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 maintenance, replacement or repair on the Boundary Walls shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section, the Declarant neither commits to, nor shall hereby be obligated to, construct such Boundary Walls. The Declarant, for itself and its successors and assigns and for the Association hereby reserves an easement ten (10) feet wide running 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 wall or 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 such wall or fence and monuments in a neat and aesthetic condition. The Declarant hereby grants the Association a non-exclusive perpetual easement over the Properties to permit the Association to undertake such Boundary Wall maintenance and painting as it may be responsible for pursuant to this Declaration. Owners other than Declarant shall not alter or modify such Boundary Wall, including, without limitation, the color of such Boundary Wall. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties. Notwithstanding anything contained in this Section to the contrary, Declarant neither commits to, nor shall hereby be obligated to, construct such Boundary Walls.

Section 6. Access Control System. Declarant may install an access control system at the entrance to BELLA TRAE. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for BELLA TRAE. Prior to Turnover, all contracts for Access Control Systems shall be subject to the prior written approval of Declarant. ASSOCIATION AND DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH RESIDENTIAL DWELLING ACKNOWLEDGES THAT DECLARANT, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR RESIDENTIAL DWELLINGS, OR THE PERSONAL PROPERTY LOCATED WITHIN RESIDENTIAL DWELLINGS. DECLARANT AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A RESIDENTIAL DWELLING.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Residential Dwelling, subject to the following provisions:

(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.

Section 4. Easements for Utilities, Drainage and Sprinklers. Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved to Declarant over of BELLA TRAE, including all areas encumbered by recorded easements as of the date hereof (which easements shall include without limitation, the right of reasonable access over Residential Dwellings to and from the easement areas). The Association shall have the right hereafter to convey such additional easements encumbering the Common Area as may be deemed necessary or desirable on an exclusive or non-exclusive basis to any person, corporation or governmental entity. Further, an easement is hereby reserved over all portions of the Properties for electrical apparatus, CATV facilities, or other apparatus for any utilities, now or hereafter installed to serve any portion of the Properties; provided, however, no such apparatus or facilities shall be installed within a Residential Dwelling or Residential Dwelling so as to unreasonably interfere with the use thereof by the Owner, nor shall such facilities hinder the Association in the exercise of its right hereunder. The easement rights reserved pursuant to this paragraph shall not impose any obligation on Declarant to maintain any easement areas or install or maintain the utilities or improvements that may be located in, on or under such easements, or which may be served by them. Within such 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 and maintenance of, the easement areas or any utilities or drainage facilities, or which may change the direction, or obstruct or retard the flow, of water through drainage channels in such easement areas or which may reduce the size of any water retention areas constructed in such easement areas. The Owner of any Residential Dwelling subject to an easement described herein shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes or other equipment or facilities placed on, in, over or under the Properties which is subject to such easement. Subject to the terms of this Declaration regarding maintenance of Common Areas, the easement areas of each Residential Dwelling and all above-ground improvements in such easement areas shall be maintained continuously by and at the expense of the Owner of the Residential Dwelling, except for those improvements for which a public authority, the Association or utility company is responsible. With regard to specific easements of record for drainage, Declarant shall have the right, but without obligation, to alter the drainage facilities therein, including slope control areas, provided any such alteration shall not materially adversely affect any Residential Dwelling, unless the Owner of such Residential Dwelling shall consent to such alteration. The Common Area is defined to include easements under each Residential Dwelling for the benefit of each respective Residential Dwelling Owner serviced by said easements and for the benefit of the Association and any public or private utility company responsible for installation, repair, replacement or maintenance of any such conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to the Residential Dwellings.

Section 5. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors. ALL OWNERS, OCCUPANTS AND USERS OF BELLA TRAE ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES, INCLUDING BUILDERS WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO BELLA TRAE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF BELLA TRAE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO BELLA TRAE WHERE SUCH ACTIVITY IS BEING

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

FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the Owners of all property interests in BELLA TRAE, including without limitation, Association, Declarant, Owners and any Institutional Mortgagees. Subject to Association's right to grant easements, and other interests as provided herein, 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 the 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.

Section 8. Declarant and Association Easement. In addition to the aforementioned easements, Declarant reserves for itself, the Association, the Architectural Control Committee, and their respective grantees, successors, legal representatives and assigns, an easement for ingress and egress to, over and across each Residential Dwelling and the right to enter upon each Residential Dwelling for the purpose of exercising its and their rights and obligations under this Declaration. Entry into any Residential Dwelling, absent emergency conditions, shall not be made without the consent of the Owner or occupant thereof for any purpose, except pursuant to a valid order of court. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 9. Easement for Pedestrian Access. A non-exclusive easement is hereby reserved in favor of Declarant, the Association, and its successors and assigns, over and across a strip of land extending three (3) feet on each side of any and all Residential Dwelling lines within the Properties which are not improved by a party wall or other improvements, and which lines lie between the exterior walls of any two buildings on the Properties, to be used for pedestrian ingress and egress to and from all portions of the Common Area. It is the intent of this paragraph that the right to use the six (6) foot easement over certain Residential Dwelling lines, as described above, may be assigned on a non-exclusive basis by Declarant, the Association, without relinquishing the right of the assigning party to use the easement for the purposes herein stated. Without limiting the generality of the stated purpose of the easement herein described, it is intended that this easement be used to allow specified pedestrians to walk between buildings on the Properties in order to reach any portion of the Common Area.

Section 10. Association Easement. A non-exclusive easement is hereby established over all portions of the Common Areas, for ingress and egress to and from all portions of the Properties, and for maintenance of the Common Area and all Residential Dwellings for the benefit of the Association, and the Architectural Control Committee and their respective contractors, agents and licensees

Section 11. Owners Easements. Owners of Residential Dwellings shall have a non-exclusive easement over the Residential Dwellings of other Owners for the purpose of delivery of bulky items and for the purpose of major improvements or repairs. In the event the user of such easement damages the Residential Dwellings over which he traverses, such user shall be responsible for the repair of the damages. In the event the Residential Dwellings constructed on adjacent Residential Dwellings share a common sidewalk, both Owners of the adjacent Residential Dwellings and their guests, tenants and invitees, shall have a non-exclusive easement for ingress and egress over all sidewalks as constructed. In the event such common sidewalk shall require repair, replacement or maintenance, it shall be the obligation of the Association to repair, replace, or maintain such sidewalks, and such repair, replacement or maintenance shall be a Common Expense.

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

maintenance and repair as well as color of paint shall be consistent with the level of maintenance and repair and color applied to the exterior surfaces of such wall, fence or monument. The Declarant hereby grants the Association a non-exclusive perpetual easement as to all Residential Dwellings to the extent necessary to permit the Association to undertake such privacy wall maintenance and painting as it may be responsible for pursuant to this Declaration. Residential Dwelling Owners other than Declarant shall not alter or modify such privacy wall, including, without limitation, the color of such privacy wall. The specific rights granted by this Section are in addition to, and not exclusive of, those rights or remedies which may be otherwise available to the Association, or other parties.

(d) Association and Owners consent hereby to an easement for utilities, including but not limited to telephone, gas, water and electricity, sanitary sewer service, and irrigation and drainage in favor of all lands which abut the Properties, their present Owners and their successors and assigns. The easement set forth in this Paragraph shall include the right to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Properties so as to provide access to these services to said abutting lands directly from the Properties.

(e) The Board of Directors shall have the right to create new easements for pedestrian and vehicular traffic and utility services across and through the Properties; provided, however, that the creation thereof does not adversely affect the use of any Residential Dwelling.

(f) The creation of new easements as provided for in this Section shall not unreasonably interfere with ingress to and egress from a Residential Dwelling or residence thereon.

(g) In the event that any structure or improvement on any Residential Dwelling shall encroach upon any of the Common Areas or upon any other Residential Dwelling for any reason other than the intentional or negligent act of the Owner, or in the event any Common Area shall encroach upon any Residential Dwelling, then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist.

(h) Notwithstanding anything in this Section to the contrary, no easement granted by this Section shall exist under the outside perimetrical boundaries of any residential structure or recreational building originally constructed by the Declarant on any portion of the Properties.

Section 15. Use of Undeveloped Properties. For so long as there is any undeveloped property eligible for inclusion in the Properties, Declarant reserves the right to develop such property as single family detached properties, fee simple townhomes, condominium, common area or other uses.

Section 16. Blanket Easement in Favor of District. Solely to the extent necessary for the CDD to carry out its rights and obligations, the CDD shall have blanket easements necessary for CDD operations above, across, and under BELLA TRAE. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the CDD.

Section 17. Recorded Easements. The Properties are also subject to that Grant of Access and Utilities Easement recorded in OR Book 1611, Page 41 of the Public Records of Osceola County in favor of the CDD, that Grant of Access and Utilities Easement recorded in OR Book 1611, Page 51 of the Public Records of Osceola County in favor of the CDD, that Modification of Access and Utilities Easement recorded in O. Book 2594, Page 1143 of the Public Records of Osceola County in favor of the CDD (collectively, the "Recorded Easements").

Section 18. Master Declaration Easements. The Properties are also subject to those easements created pursuant to the Master Declaration, as hereinafter defined, and any amendments thereto. Such easements include, without limitation, rights of access, ingress and egress and road purposes over portions of the Common Areas described in this Declaration for persons other than Owners within BELLA TRAE.

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.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article VIII hereof, such additional land shall automatically be and become Class B Residential Dwellings. In addition, if following such addition of land, the total votes allocable to all Residential Dwellings then owned by the Declarant shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class B Residential Dwellings owned by the Declarant shall be entitled to nine (9) votes for each Residential Dwelling. Any such reconversion shall not occur, however, if either occurrence (ii) or (iii) above shall have taken place.

ARTICLE V

RIGHTS AND OBLIGATIONS OF OWNERS AND THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of those portions of the Common Area not subject to the Recorded Easements, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the land designated in Article II hereof, in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of those portions of the Common Area not subject to the Recorded Easements, and performance of its other obligations hereunder.

Section 2. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability insurance, as well as other insurance that it deems advisable or necessary. The Association additionally may, in its sole discretion, cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

Section 6. Common Expense. The expenses and costs incurred by the Association in performing the rights, duties, and obligations set forth in this Article, are hereby declared to be Common Expenses and shall be paid by Class A members. All expenses of the Association in performing its duties and obligations or in exercising any right or power it has under this Declaration, the Articles of Incorporation or the Bylaws are deemed to be and are hereby Common Expenses. Common Expenses shall be borne by Class A members.

Section 7. Lawn and Landscaping Maintenance. All lawn and landscaping maintenance in those portions of the Common Area in the Properties not subject to the Recorded Easements shall be the

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

ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, CDD OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody within BELLA TRAE. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody within BELLA TRAE.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Residential Dwelling within the Properties, hereby covenants, and each Owner of any Residential Dwelling by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) Installment Assessments or charges and charges for Common Expenses; (2) Special Assessments 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; (3) Individual Assessments or charges against a particular Residential Dwelling as may be provided by the terms of this Declaration; (4) Special Use Fees charged in connection with the use of the Club Facilities; and, if applicable (5) Neighborhood Assessments against all Residential Dwellings in a Neighborhood to fund Neighborhood Expenses. Such assessments and charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the property against which such assessment is made. Each such assessment or charge, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents of the Properties, and for the improvement and maintenance of the Common Area and the carrying out of the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the maintenance, landscaping and beautification of the Common Area and such public lands as may be designated by the Declarant or the Association; the employment of security personnel to provide services which are not readily available from any governmental authority; and such other needs as may arise.

Section 3. Installment Assessments for Common Expenses.

(a) Standard Increases. The Installment Assessment for Common Expenses shall be set by the Board of Directors. The Installment Assessment for Common Expenses may be increased each year by a majority vote of the Board of Directors not more than fifteen percent (15%) above the Installment Assessment for the previous year.

(b) Special Increases. The Installment Assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by 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 there is a quorum present.

(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

utility company or public or governmental body or agency, and any property owned by a charitable or non-profit organization.

Section 8. Date of Commencement of Installment Assessments: Due Dates. The Installment Assessments for Common Expenses shall commence as to all Residential Dwellings subject thereto upon the conveyance of the first Residential Dwelling from the Declarant to its purchaser. Subject to Section 6 above, the Installment Assessments for any land hereafter annexed or added to the Association pursuant to Article VIII hereof shall commence: (i) as to such Residential Dwelling as are within the annexed area as of the date of annexation, on the first day of the month following annexation; and (ii) as to such Residential Dwelling completed within the annexed area after the date of annexation, on the first day of the month following issuance of a certificate of occupancy therefore. The first Installment Assessment against any Residential Dwelling shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Installment Assessment for Common Expenses against each Residential Dwelling not later than December 1st of each calendar year for the following calendar year, unless otherwise determined by the Board. Written notice of the Installment Assessment for Common Expenses shall be sent to every Owner subject hereto. The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board of Directors, Installment Assessments for Common Expenses shall be collected on a quarterly basis. The due date for Special Assessments shall be as established by the Board of Directors.

Section 9. Lien for Assessments. All sums assessed to any Residential Dwelling pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, shall be secured by a continuing lien on such Residential Dwelling in favor of the Association. The lien for 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 FNMA, FHA or VA. Except for liens for all sums secured by a first mortgage in favor of an Institutional Lender, all other lienors acquiring liens on any Residential Dwelling after the recordation of this Declaration in the public records of Osceola County shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the public records of Osceola County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors of the existence of the lien hereby created in favor of the Association and the priority thereof. The lien for assessments provided herein is effective from and after the recording of such lien in the public records of Osceola County, but shall relate back to the date that this Declaration was recorded. The Association may assess against any Owner, as an Individual Assessment, the costs of collection incurred in connection with the collection of assessments, or any other costs incurred by the Association in connection with the enforcement of the terms of the Declaration against an Owner.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Assessments and installments on such assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due shall bear interest at the rate of eighteen percent (18%) per annum (or the maximum allowable rate by law, whichever is greater) from the date when due until paid and there shall also be assessed as an administrative late fee in an amount not to exceed the greater of Twenty-Five and no/100 Dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late. All payments on accounts shall be first applied to fines, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Residential Dwelling. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Residential Dwelling.

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.

Section 16. Uniform Rate of Assessment. Installment Assessments shall be uniform for all Residential Dwellings in a designated class. Special Assessments shall be fixed at a uniform rate for all Residential Dwellings and may be collected on such frequency as determined by the Board of Directors.

Section 17. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Residential Dwellings included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the Installment Assessments are levied each year. No Owner may avoid or escape liability for any portion of the Installment Assessments by election not to utilize the cable television service.

Section 18. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Residential Dwellings included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the Installment Assessments are levied each year. No Owner may avoid or escape liability for any portion of the Installment Assessments by election not to utilize the visual security service channel.

Section 19. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Residential Dwellings included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a Common Expense payable by the Association and shall be included within the annual budget for which the Installment Assessments are levied each year. No Owner may avoid or escape liability for any portion of the Installment Assessments by election not to utilize the community bulletin board channel.

Section 20. Property Taxes. Because the interest of each Owner in the Common Area is an interest in real property appurtenant to each Residential Dwelling, and because no person other than an Owner has the right to the beneficial use and enjoyment of the Common Area, Declarant intends that the value of the interest of each Owner in the Common Area entitled to its use be included in the assessment of each such Residential Dwelling for local property tax purposes. Declarant further intends that any assessment for such purposes against the Common Area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Residential Dwellings. If the local taxing authorities refuse to so assess the Common Area with the result that local real property taxes in any given year are assessed to the Association with respect to the Common Area, then the amount of such excess may be specially assessed by the Board of Directors, in its discretion, in the following manner: the amount of such excess with respect to the Common Area shall be divided by the number of Residential Dwellings within the Property, and the quotient shall be the amount of such Individual Assessment against each Residential Dwelling. In the Board's discretion, such Individual Assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such Individual Assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due. Such Individual Assessment is not an increase in the Installment Assessment subject to the limitations of this Article.

Section 21. Acceleration of Assessments. In the event of nonpayment of any assessment on or before the date when due, at its option, the Association may accelerate the Installment Assessments due to the end of the budget year, regardless of whether Installment Assessment installments are not yet due and payable, whereupon the entire budget year's Installment Assessments shall be immediately due and payable, and, at its option, the Association may declare all other sums, including Special

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.

ARTICLE VII

ARCHITECTURE AND LANDSCAPING

Section 1. Members of the Architectural Review Committee. The ARC shall consist of three (3) members. The initial members of the ARC shall consist of persons designated by the Declarant from time to time. Each of said persons shall hold office until all Residential Dwellings planned for the Properties have been conveyed, or sooner at the option of the Declarant. Thereafter, each new member of the ARC shall be appointed by the Board of Directors and shall hold office until such time as such person has resigned or has been removed or a successor has been appointed, as provided herein. Members of the ARC may be removed at any time without cause. The Board of Directors shall have the right to appoint and remove all members of the ARC.

Section 2. Purpose and Function of ARC. The purpose and function of the ARC shall be to (a) create, establish, develop, foster, maintain, preserve and protect within BELLA TRAE a unique, pleasant, attractive and harmonious physical environment grounded in and based upon a uniform plan of development and construction with consistent architectural and landscape standards, and (b) review, approve and control the design of any and all buildings, structures, signs and other improvements of any kind, nature or description, including landscaping, to be constructed or installed upon all Properties and all of those portions of the Common Area not subject to the Recorded Easements within BELLA TRAE. Neither the Declarant nor the ARC, or any of its members, shall have any liability or obligation to any person or party whomsoever or whatsoever to check every detail of any plans and specifications or other materials submitted to and approved by it or to inspect any improvements constructed upon Properties or Common Area to assure compliance with any plans and specifications approved by it or to assure compliance with the provisions of the Design Review Manual for BELLA TRAE or this Declaration.

Section 3. All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, patios, paving, driveways, sidewalks, signs, landscaping, planting, irrigation, landscape device or object, or other improvements of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon any of the Properties or those portions of the Common Area not subject to the Recorded Easements, nor shall any change or addition to or alteration or remodeling of the exterior of any previously approved buildings, structures, or other improvements of any kind, including, without limitation, the painting of the same (other than painting, with the same color and type of paint which previously existed) shall be made or undertaken upon any Properties or those portions of the Common Area not subject to the Recorded Easements except in compliance and conformance with and pursuant to plans and specifications therefor which shall first have been submitted to and reviewed and approved in writing by the ARC.

Section 4. Standards for Review and Approval. Any such review by and approval or disapproval of the ARC shall take into account the objects and purposes of this Declaration and the purposes and function of the ARC. Such review by and approval of the ARC shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvement under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of BELLA TRAE community in general. The ARC shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any improvement on Properties or those portions of the Common Area not subject to the Recorded Easements which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for BELLA TRAE.

Section 5. Design Standards and Design Review Manual for BELLA TRAE. The ARC shall develop, adopt, promulgate, publish and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, and may from time to time change,

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

such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

(f) Upon disapproval, the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The decision of the ARC, or if appealed, the Board of Association, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 7. Duration of Approval. Any approval of plans, specifications and other materials, whether by the ARC or by the Declarant or the Board of Directors of the Association following appeal as provided in these Articles, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the ARC on resubmission in any respect.

Section 8. Interior Alterations Exempt. Nothing contained in this Article shall be construed so as to require the submission to or approval of the ARC of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on Properties or those portions of the Common Area not subject to the Recorded Easements after having been previously approved by the ARC, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement visible from the exterior of the Residential Dwelling.

Section 9. Declarant Exempt. The Declarant shall be exempt from compliance with the provisions of this Article.

Section 10. Exculpation for Approval or Disapproval of Plans. The Declarant, any and all members of the ARC and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the ARC for consent or approval pursuant to the provisions of this Article, by the submission thereof, and each Owner by acquiring title to any Residential Dwelling or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the Declarant, the ARC, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ARC, or by Declarant or Board of Directors of the Association on appeal, shall be reviewed and approved only as to their compliance with the provisions of this Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in this Declaration and the Design Review Manual, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the Declarant, the ARC, the Association, nor any individual member, officer, director, employee or agent of any of them, shall assume or incur any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other

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.

(2) Master Plan of Development. The Declarant has heretofore submitted to the Osceola County Planning and Zoning Department a plan of development (the "Master Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such Master Plan shall not bind the Declarant to make any such additions 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.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

(1) Additions in Accordance with a Master Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the Master Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by (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 there is a quorum present.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A"** unless such revocations, modifications or additions are added by a Supplement including a written joinder of the Association approved by (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 there is a quorum present.

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(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.

(b) Any sixty (60) days delinquency in the payment of assessments or charges owed by the Owner of the Residential Dwelling encumbered by its mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

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

Section 5. Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, may be provided with fidelity bond coverage at the expense and for the benefit of the Association.

Section 6. Compliance with HUD, FHA, VA, FNMA, GNMA. Notwithstanding any provision of this Article to the contrary, so long as Declarant owns a Residential Dwelling within the Properties, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Residential Dwellings or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the master plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Osceola County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of Osceola County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty percent (80%) of the Residential Dwellings agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Osceola County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 2. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorneys' fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner

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.

Section 8. Mediation/Arbitration of Disputes. Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association; (b) those regarding any of the Rules and Regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees; (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based; and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees; and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all Rules and Regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

Section 9. Warranties. Declarant makes no warranties, express or implied, as to the improvements located in, on or under the Common Area. Each Owner of a Residential Dwelling, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either express or implied, made or given, with respect to the improvements in, on or under the Common Area, all such warranties being specifically excluded.

Section 10. Authority of the Board. Except when a vote of the Voting Interests is specifically required, all decisions, duties and obligations of the Association hereunder may be made by the Board, and the Association and the Owners shall be bound thereby.

ARTICLE XI

DECLARANT AND ASSOCIATION LIABILITY

NEITHER DECLARANT, NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE

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 INHYABIT 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) Product Purchased. There were significant other housing opportunities available to each Owner in the general location of BELLA TRAE. The Residential Dwelling, and rights to utilize the Club, were material in each Owner's decision to purchase a Residential Dwelling in BELLA TRAE and were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of the BELLA TRAE community.

(d) Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Residential Dwelling and each Owner has, or was afforded the opportunity to, consult with an attorney.

(e) Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Club Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

Section 2. Rights of Club Members. Each Club Member and his Immediate Family Members, his and their guests and invitees, shall have such non-exclusive rights and privileges to use the Club Facilities. In order to exercise the rights of a Club Member, a person must be a resident of the Residential Dwelling. If a Residential Dwelling is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate up one (1) person residing in the Residential Dwelling who will be the Club Member of the Club with respect to such Residential Dwelling.

Section 3. Club Facilities. The Club Facilities are contemplated to include: (i) a clubhouse with fitness center, and various club and meeting rooms (the "Clubhouse"); (ii) an outdoor swimming pool and surrounding deck area; (iii) bocce ball court; (iv) putting green; and (v) tennis court(s). Declarant shall be the sole judge of the composition of Club Facilities and improvements. Prior to Turnover, Declarant reserves the absolute right to construct additional Club Facilities and improvements within BELLA TRAE, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries of the Club Facilities and improvements now or then part of the Common Areas. DECLARANT IS NOT OBLIGATED TO, NOR HAS IT REPRESENTED THAT IT WILL, MODIFY, CONSTRUCT OR ADD TO THE CLUB FACILITIES, IMPROVEMENTS, OR CLUB FACILITIES AS THEY ARE CONTEMPLATED AS OF THE DATE HEREOF. DECLARANT IS THE SOLE JUDGE OF THE FOREGOING, INCLUDING THE PLANS, SPECIFICATIONS, DESIGN, LOCATION, COMPLETION SCHEDULE, MATERIALS, SIZE, AND CONTENTS OF THE CLUB FACILITIES, IMPROVEMENTS, APPURTENANCES, PERSONALLY (E.G., FURNITURE), COLOR, TEXTURES, FINISHES, OR CHANGES OR MODIFICATIONS TO ANY OF THEM.

Section 4. Construction of the Club. Declarant will construct the Club Facilities at its sole cost and expense. Declarant shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Declarant shall have the unequivocal right to:

(a) develop, construct and reconstruct, in whole or in part, the Club and related improvements within BELLA TRAE, and make any additions, alterations, improvements, or changes thereto;

(b) without the payment of rent and without payment of utilities or any cost or expense, maintain leasing and/or sales offices (for sales and resales of Residential Dwellings), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Residential Dwellings; provided further, it is the express intention of this Section that the rights granted Declarant to maintain a sales and information center in the Clubhouse shall not be restricted or limited to Declarant's sales activity relating to the Properties, but shall benefit Declarant in the construction, development and sale of such other property, parcels, lots, dwellings or units which Declarant may own;

- (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:

(a) Minors. Minors under the age of eighteen (18) years are not permitted to use the Club Facilities without adult supervision. Minors may use the Club Facilities with adult supervision if such minor's parent or legal guardian releases Declarant, Association and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties"), from liability for such use pursuant to consent form(s) provided by Association from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the pool without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Indemnified Parties are not liable for the actions of such minors.

(b) Responsibility for Personal Property and Persons. Each Club Member assumes sole responsibility for the health, safety and welfare of such Club Member, his or her Immediate Family Club Members and guests, and the personal property of all of the foregoing, and each Club Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Club Members hereunder.

(c) Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the parking areas of the Club Facilities, if any, assumes all risk of loss with respect to his or her car in the parking areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

(d) Activities. Any Club Member, Immediate Family Club Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Club Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Club Member, Immediate Family Member or guest. No Club Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Association or Club Manager, which consent may be withheld for any reason.

(e) Indemnification. Each Club Member, Immediate Family Member and guest agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Club Member's use of Club Facilities, including, without limitation, use of the Club Facilities by Club Members, Immediate Family Members and their guests, or the interpretation of this Club Plan, and/or the Rules and Regulations and/or from any act or omission of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Indemnified Parties' insurance policies.

(f) Attorneys' Fees. Should any Club Member or Immediate Family Member bring suit against Declarant or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Club Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

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,

AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

ARTICLE XIII

CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT

Section 1. Generally. The Master Declarant created the Community Development District ("CDD") within CHAMPIONSGATE. Property within or in proximity of BELLA TRAE may be owned by the CDD, such as the roads, drainage system, utilities, street lights and/or landscape areas. In the event that any portions of BELLA TRAE are owned by the CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the CDD ("Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF BELLA TRAE WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE CDD, IF ANY. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

Section 2. Creation of the CDD. The CDD may issue or has issued Special Assessment Bonds (the "Bonds") to finance a portion of the cost of the Facilities. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD puts residential units and non-residential development of BELLA TRAE under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within BELLA TRAE ("Public Infrastructure"). The estimated design, development, construction and acquisition costs for these facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments ("CDD Debt Service Assessments") levied on all benefiting properties in the CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("CDD Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services ("CDD Maintenance Special Assessments").

Section 3. CDD Assessments. The CDD Debt Service Assessments and CDD Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Osceola County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the CDD Debt Service Assessments, CDD Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The CDD Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the CDD Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of CDD Debt Service Assessments will be set forth in the CDD Assessment Methodology Report. CDD Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a

lien against the 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.

Section 3. Neighborhood Assessments. The Board may levy assessments for which Owners in a particular Neighborhood or Neighborhoods are subject in order to fund Neighborhood Expenses ("Neighborhood Assessments"). By way of example, and not of limitation, all of the Owners within a Neighborhood may be subject to Neighborhood Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Neighborhood. The Association is hereby authorized to levy Neighborhood Assessments against all Residential Dwellings within a Neighborhood to fund Neighborhood Expenses; provided, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on the benefited property in proportion to the benefit received. The lien for a Neighborhood Assessments may be foreclosed in the same manner as any other assessment. The Board may include in the Neighborhood Expense budgets, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

ARTICLE XV

CHAMPIONSGATE MASTER ASSOCIATION

Section 1. Master Association. The CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation, has been established to administer, operate and maintain certain land and facilities in the CHAMPIONSGATE community for all residents of CHAMPIONSGATE, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration."

Section 2. Master Association Purpose. The Master Declaration provides for the Master Association, to the extent not maintained and administered by the CDD, the Association or any Neighborhood Association, to operate, maintain and repair Common Areas and Special Common Areas (as defined in the Master Declaration) which may be located within its jurisdiction; and take such other action as the Master Association is authorized to take pursuant to the Master Articles of Incorporation, Bylaws or Master Declaration.

Section 3. Membership in the Master Association. Membership in the Master Association is mandatory. Each Owner of a Residential Dwelling shall be a member of the Master Association. Each Owner shall have the number of votes in the Master Association as set forth in the Master Declaration, with voting rights to be exercised as set forth in the Master Declaration, Articles of Incorporation and Bylaws of the Master Association.

Section 4. Master Association Assessments. The Master Declaration provides for the making and collecting of assessments against Owners, for the expenses of operating the Master Association and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Residential Dwelling in BELLA TRAE, and other rights, to secure payment of any assessment or other amounts due with respect to such Lot. The Master Association shall collect assessments and other charges in accordance with the provisions of the Master Declaration.

Section 5. Master Design Review Committee. Pursuant to the terms of the Master Declaration, the Master Association has created or will create an Master Design Review Committee (the "MDRC"). All improvements to be constructed within BELLA TRAE will be subject to, and must be approved in accordance with, the procedures set forth in the Master Declaration.

[SIGNATURE AND ACKNOWLEDGEMENT APPEAR ON THE FOLLOWING PAGE]

Signed Sealed and Delivered in the Presence of:

Judith L. Duncan

Print Name: Judith L. Duncan

Richard B. Machnic

Print Name: Richard B. Machnic

DECLARANT:

PULTE HOME CORPORATION, a Michigan corporation

By: [Signature]

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 14th day of April, 2006 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.

[Signature]
(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



JOINDER

BELLA TRAE COMMUNITY ASSOCIATION, INC.

BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") does hereby join in the COMMUNITY DECLARATION FOR BELLA TRAE ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6th day of April, 2006

WITNESSES:

BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Kim Emerson
Print Name: Kim Emerson
Beri O'Shea
Print Name: Beri O'Shea

By: [Signature]
Name: DOUGLAS W. PUVOGEL
Title: PRESIDENT

{SEAL}

STATE OF FLORIDA)
COUNTY OF Orange) SS.:

The foregoing instrument was acknowledged before me this 6th day of April, 2006 by DOUGLAS W. PUVOGEL, as PRESIDENT of BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation who is personally known to me or who has produced _____ as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: _____

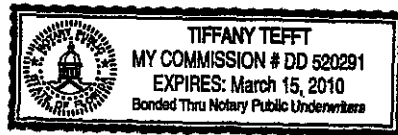


EXHIBIT "A"
PROPERTY
LEGAL DESCRIPTION

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

157.35 feet; thence run S43°59'56"W for a distance of 213.72 feet; thence run S76°54'17"W for a distance of 120.63 feet; thence run N71°37'59"W for a distance of 204.61 feet; thence run S02°01'59"E for a distance of 186.41 feet; thence run S09°38'09"E for a distance of 9.12 feet; thence run S05°13'17"E for a distance of 36.14 feet; thence run S00°35'06"E for a distance of 23.20 feet; thence run S07°21'29"W for a distance of 29.46 feet; thence run S14°44'08"W for a distance of 33.45 feet; thence run S18°08'49"W for a distance of 27.68 feet; thence run S11°39'37"W for a distance of 21.46 feet; thence run S07°42'49"W for a distance of 19.63 feet; thence run S03°52'09"W for a distance of 25.62 feet; thence run S22°20'36"W for a distance of 67.53 feet; thence run S18°54'53"W for a distance of 26.05 feet; thence run S11°11'52"W for a distance of 18.36 feet; thence run S05°55'41"W for a distance of 29.17 feet; thence run S02°46'23"W for a distance of 69.23 feet; thence run S11°47'08"W for a distance of 29.80 feet; thence run S02°12'15"E for a distance of 20.30 feet; thence run S00°13'33"W for a distance of 15.98 feet; thence run S14°26'12"E for a distance of 25.61 feet; thence run S02°10'19"E for a distance of 27.66 feet; thence run S40°10'22"E for a distance of 63.78 feet; thence leaving said South line run the following courses and distances along the North and West line of Tract AA, CHAMPIONSGATE VILLAGE PHASE 3, according to the plat thereof, as recorded in Plat Book 14, Pages 3 and 4, of the Public Records of Osceola County, Florida: N88°59'21"W for a distance of 0.44 feet; thence run N78°29'33"W for a distance of 47.42 feet; thence run S27°50'23"E for a distance of 122.80 feet; thence run S27°21'22"E for a distance of 73.01 feet; thence run S15°28'13"E for a distance of 60.47 feet; thence leaving said West line run the following courses and distances along the Easterly and Northerly line of Tract K, Conservation Area, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE, run N58°20'10"W for a distance of 42.52 feet; thence run N51°11'32"W for a distance of 30.51 feet; thence run N52°56'55"W for a distance of 16.35 feet; thence run N62°23'05"W for a distance of 48.96 feet; thence run N56°53'53"W for a distance of 37.09 feet; thence run N34°39'51"W for a distance of 50.68 feet; thence run N20°58'06"W for a distance of 109.82 feet; thence run N00°16'29"E for a distance of 28.18 feet; thence run N00°25'14"E for a distance of 128.17 feet; thence run N16°06'10"W for a distance of 58.59 feet; thence run N10°53'38"W for a distance of 57.32 feet; thence run N23°28'53"W for a distance of 26.03 feet; thence run N15°21'45"W for a distance of 79.06 feet; thence run N08°30'43"W for a distance of 65.35 feet; thence run N01°30'20"W for a distance of 103.45 feet; thence run N04°35'28"W for a distance of 44.36 feet; thence run N00°02'39"E for a distance of 407.01 feet; thence run N88°10'38"W for a distance of 228.62 feet; thence run S88°45'27"W for a distance of 308.17 feet; thence run S76°50'12"W for a distance of 106.39 feet; thence run N80°25'03"W for a distance of 62.37 feet to the POINT OF BEGINNING.

Containing 20.447 acres more or less

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

arc of said curve and said Northerly line through a central angle of $13^{\circ}29'08''$ for a distance of 83.00 feet to the point of compound curvature of a curve concave Northerly having a radius of 7248.51 feet and a chord bearing of $S89^{\circ}16'41''E$; thence run Easterly along the arc of said curve and said Northerly line through a central angle of $00^{\circ}19'11''$ for a distance of 40.46 feet to the point of reverse curvature of a curve concave Southerly having a radius of 525.38 feet and a chord bearing of $S87^{\circ}58'29''E$; thence run Easterly along the arc of said curve and said Northerly line through a central angle of $02^{\circ}56'53''$ for a distance of 27.03 feet to the point of tangency; thence run $S86^{\circ}29'17''E$ along said Northerly line for a distance of 34.69 feet; thence run $S00^{\circ}13'00''E$ along said Northerly line for a distance of 133.98 feet; thence run $N89^{\circ}32'57''E$ along said Northerly line for a distance of 150.00 feet; thence run $N00^{\circ}13'00''W$ along said Northerly line for a distance of 105.74 feet to a non-tangent curve concave Southerly having a radius of 505.59 feet and a chord bearing of $S70^{\circ}05'19''E$; thence run Easterly along the arc of said curve and said Northerly line through a central angle of $02^{\circ}17'15''$ for a distance of 20.19 feet to the point of tangency; thence run $S68^{\circ}56'41''E$ along said Northerly line for a distance of 134.46 feet; thence run $S72^{\circ}23'27''E$ along said Northerly line for a distance of 335.88 feet; thence run $S72^{\circ}25'41''E$ along said Northerly line for a distance of 60.37 feet; thence run the following courses and distances along the Westerly line of Tract J Conservation Area, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE: $S10^{\circ}59'03''W$ for a distance of 204.34 feet; thence run $S38^{\circ}02'27''W$ for a distance of 82.21 feet; thence run $S49^{\circ}37'53''W$ for a distance of 172.82 feet; thence run $S66^{\circ}07'51''W$ for a distance of 128.58 feet; thence run $S86^{\circ}42'47''W$ for a distance of 134.92 feet; thence run $S35^{\circ}15'00''W$ for a distance of 80.71 feet; thence run $S01^{\circ}42'22''W$ for a distance of 109.85 feet; thence run $S03^{\circ}06'51''E$ for a distance of 67.41 feet to the POINT OF BEGINNING.

Containing 20.466 acres more or less.

Property (continued)

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.

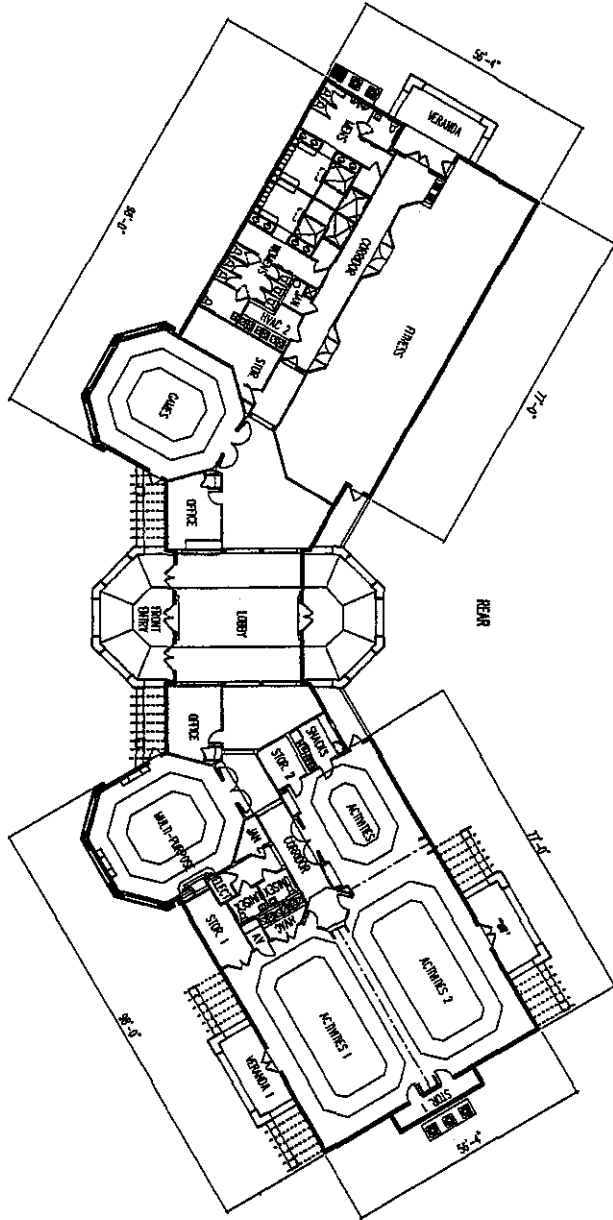
Containing 18.069 acres more or less.

BELLATRAE COMMUNITY ASSOCIATION
A CONDOMINIUM

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 3 OF 5

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



CLUB HOUSE FLOOR PLAN



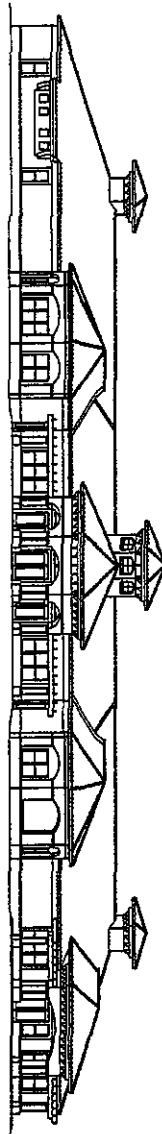
DONALD W. MONTGOMERY ASSOCIATES, INC.
 ARCHITECTS
 1000 N. W. 10th Street, Suite 1000, Ft. Lauderdale, FL 33304
 TEL: (954) 561-1111 FAX: (954) 561-1112

BELLATRAE COMMUNITY ASSOCIATION
A CONDOMINIUM

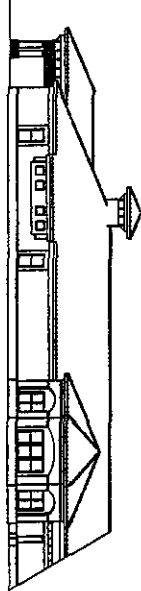
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SHEET 4 OF 5

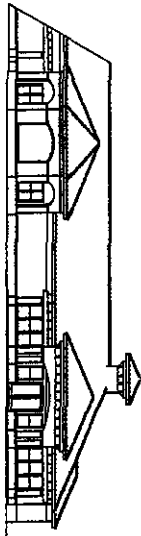
NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



MAIN FLOOR



LEFT SIDE FRONT ELEVATION



RIGHT FRONT ELEVATION



SCALE IN FEET

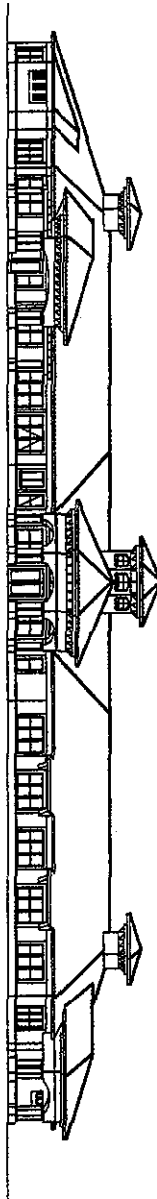
DONALD W. KAHNISH ASSOCIATES, INC.
ARCHITECTS
1000 WEST 10TH AVENUE, SUITE 2000, DENVER, CO 80202
(303) 733-4444

BELLATRAE COMMUNITY ASSOCIATION
A CONDOMINIUM

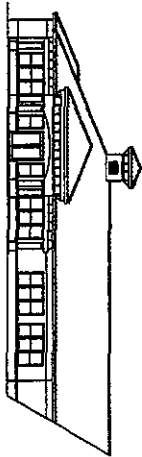
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SHEET 5 OF 5

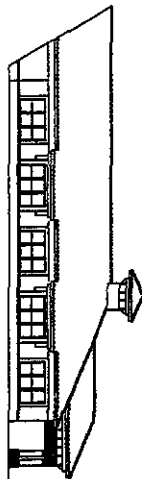
NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



FRONT ELEVATION



RIGHT SIDE REAR ELEVATION



LEFT SIDE REAR ELEVATION



SCALE IN FEET

 DONALD W. LIGHTFOOT ASSOCIATES, INC.
ARCHITECTS
2001 WEST AVENUE, SUITE 1000, PORTLAND, OREGON 97201-3448



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL PERMIT NO. 49-01179-P-03
DATE ISSUED: October 8, 2004**

Form #0941
08/95

PERMITTEE: PULTE HOME CORPORATION
4901 VINELAND ROAD SUITE 500
ORLANDO, FL 32811

CL 2006094148

OR 3119/1750

PROJECT DESCRIPTION: Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve a 103.65 acre residential project known as Pulte Championsgate PD. Staff recommends approval with conditions.

PROJECT LOCATION: OSCEOLA COUNTY, SEC 32,33 TWP 25S RGE 27E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 040809-17, dated August 9, 2004. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource General Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 7),
3. the attached 18 Special Conditions (See Pages : 5 - 7 of 7) and
4. the attached 16 Exhibit(s).

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 8th day of October, 2004, in accordance with Section 120.60(5), Florida Statutes.

BY: 

Thomas P. Genovese
Service Center Director
Orlando Service Center

Certified mail number 7003 3110 0002 5569 5610

ENVIRONMENTAL RESOURCE PERMIT

CHAPTER 40E-4 (10/95)

40E-4.321 Duration of Permits

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years, from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to Chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,
- or
2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and

GENERAL CONDITIONS

maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of

GENERAL CONDITIONS

ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

SPECIAL CONDITIONS

1. The construction phase of this permit shall expire on October 8, 2009.
2. Operation of the surface water management system shall be the responsibility of COMMUNITY DEVELOPMENT DISTRICT.
3. Discharge Facilities:

Basin: PB-1A

1-15' WIDE SHARP CRESTED weir with crest at elev. 115.25' NGVD.
1-4" dia. CIRCULAR ORIFICE with invert at elev. 114.71' NGVD.
39 LF of 3' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : Wetland PB1
Control elev : 114.71 feet NGVD.

Basin: PB-1A2

1-15' WIDE SHARP CRESTED weir with crest at elev. 115.4' NGVD.
1-5" dia. CIRCULAR ORIFICE with invert at elev. 114.71' NGVD.
39 LF of 3' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND PB1
Control elev : 114.71 feet NGVD.

Basin: PB-3A

1-15' WIDE SHARP CRESTED weir with crest at elev. 112.7' NGVD.
1-6" WIDE SHARP CRESTED weir with crest at elev. 112' NGVD.
64 LF of 3' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND PB4
Control elev : 112 feet NGVD.

Basin: PB-4A

1-10' WIDE SHARP CRESTED weir with crest at elev. 112.1' NGVD.
1-3" dia. CIRCULAR ORIFICE with invert at elev. 111' NGVD.
35 LF of 2' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND PB4
Control elev : 111 feet NGVD.

Basin: PB-5A

1-15' WIDE SHARP CRESTED weir with crest at elev. 115.1' NGVD.
1-6" WIDE SHARP CRESTED weir with crest at elev. 114.75' NGVD.
49 LF of 3' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND PB2
Control elev : 114.75 feet NGVD.

Basin: PB-5A2

SPECIAL CONDITIONS

1-10' WIDE SHARP CRESTED weir with crest at elev. 115.3' NGVD.
1-2.75" dia. CIRCULAR ORIFICE with invert at elev. 114.75' NGVD.
39 LF of 2' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND PB2
Control elev : 114.75 feet NGVD.

Basin: PB-5A3

1-15' WIDE SHARP CRESTED weir with crest at elev. 115' NGVD.
1-4.5" dia. CIRCULAR ORIFICE with invert at elev. 114' NGVD.
39 LF of 2.5' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND PB5
Control elev : 114 feet NGVD.

Basin: PB-7

1-15' WIDE SHARP CRESTED weir with crest at elev. 114.3' NGVD.
1-4" dia. CIRCULAR ORIFICE with invert at elev. 113.61' NGVD.
114 LF of 3' dia. REINFORCED CONCRETE PIPE culvert.

Receiving body : WETLAND OF-14
Control elev : 113.61 feet NGVD.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

SPECIAL CONDITIONS

12. Minimum building floor elevation: BASIN: PB-1A - 117.11 feet NGVD. BASIN: PB-1A2 - 117.40 feet NGVD.
BASIN: PB-3A - 115.35 feet NGVD. BASIN: PB-4A - 112.54 feet NGVD.
BASIN: PB-5A - 116.48 feet NGVD.
BASIN: PB-5A2 - 116.70 feet NGVD. BASIN: PB-5A3 - 116.02 feet NGVD.
BASIN: PB-7 - 116.29 feet NGVD.
13. Minimum parking lot elevation: Basin: PB-1A - 115.83 feet NGVD. Basin: PB-1A2 - 116.24 feet NGVD.
Basin: PB-3A - 113.66 feet NGVD. Basin: PB-4A - 112.53 feet NGVD.
Basin: PB-5A - 115.64 feet NGVD. Basin: PB-5A2 - 115.79 feet NGVD.
Basin: PB-5A3 - 115.54 feet NGVD. Basin: PB-7 - 115.12 feet NGVD.
14. All special conditions and exhibits previously stipulated by permit number 49-01179-P remain in effect unless otherwise revised and shall apply to this modification.
15. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measure shall be installed landward of the upland buffer zones around all protected wetlands and shall be properly installed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into the wetlands and upland buffer zones.
16. The District reserves the right to require remedial measures to be taken by the permittee if monitoring or other information demonstrates that adverse impacts to onsite or offsite wetlands, upland conservation areas or buffers, or other surface waters have occurred due to project related activities.
17. Grass seed, sod or mulch shall be installed and maintained on exposed areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharge into adjacent waters and /or wetlands.
18. Prior to the commencement of construction and pursuant to Subsection 40E-4.101(2), F.A.C., the permittee shall demonstrate ownership of the project area to the District's Environmental Resource Compliance staff.

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1999), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.68; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

Petition for Administrative Proceedings

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40E-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing: If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing: If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order: If a Respondent objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit: Pursuant to Section 373.427, Fla. Stat., and Rule 40E-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order: A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action: A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40E-1.511, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal: If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by

any such final decision of the SFWMD shall have, pursuant to Rule 40E-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40E-0.109(2)(c)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40E-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40E, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

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

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (FLAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat. Pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with FLAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with FLAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or

publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

(1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;

(2) a statement of the preliminary agency action;

(3) an explanation of how the person's substantial interests will be affected by the agency determination; and

(4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

(a) the caption shall read:

Petition for (Variance from) or (Waiver of) Rule (Citation)

(b) The name, address, telephone number and any facsimile number of the petitioner;

(c) The name, address telephone number and any facsimile number of the attorney or qualified representative of the petitioner, (if any);

(d) the applicable rule or portion of the rule;

(e) the citation to the statute the rule is implementing;

(f) the type of action requested;

(g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;

(h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and

(i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

a) the specific facts that make the situation an emergency; and

b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201

INITIATION OF PROCEEDINGS

(INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and

(f) A demand for relief.

28-106.301 INITIATION OF PROCEEDINGS
(NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
- (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.

28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL

- (3) Requests for hearing filed in accordance with this rule shall include:
- (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.

42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217

(1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.

(2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:

- (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;

(b) How the rule or order sought to be reviewed affects the interests of the party seeking review;

(c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;

(d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and

(e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.

28-107.005 EMERGENCY ACTION

(1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.

(2) The 14-day notice requirement of Section 120.569(2)(b), F. S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.

(3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.

40E-1.611 EMERGENCY ACTION

(1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.

(2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574
 Mailing Address: P.O. Box 246801, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

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Environmental Resource Regulation Department

POST-CONSTRUCTION REQUIREMENTS

For projects requiring permit transfer to the operating entity

CONSTRUCTION COMPLETION / CONSTRUCTION CERTIFICATION

(Form No. 0881)

- For Environmental Resource / Surface Water Management Permits
- Submit within 30 days of construction completion
- A Florida registered professional engineer must certify that all surface water management system facilities are constructed in substantial conformance with plans and specifications approved by the District
- Required by Sections 373.117 and 373.419, Fla. Stat.
- If another certification form is used by the engineer, it must address all components of the surface water management system and state that the engineer has reviewed the permit and that the constructed system is in substantial conformance with the plans and specifications approved by the District.

REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE / SURFACE WATER MANAGEMENT PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE AND TRANSFER OF PERMIT TO THE OPERATING ENTITY

(Form No. 0920)

- For Environmental Resource / Surface Water Management Permits
- Form must be completed and signed by an authorized representative of the operating entity
- Form must include all applications to be transferred
- Required enclosures (listed on Form No. 0920) should be submitted at the same time
- Permit file must contain documentation that all applicable permit conditions have been satisfied.

AFFIDAVIT AND CHECKLIST FOR CONTENT OF ASSOCIATION DOCUMENTS IN COMPLIANCE WITH SFWMD PERMITTING CRITERIA

- For Environmental Resource / Surface Water Management Permits
- Applies when a homeowner or property owner association, or master association, is the proposed operating entity for a surface water management system
- Submittal of affidavit **greatly facilitates** the review of the permit transfer
- Provides reasonable assurance that the association meets minimum requirements of Section 9.2, Basis of Review (BOR), to operate and maintain the surface water management system

(Rev 6/02)

EXECUTIVE OFFICE

Projects in the following counties should respond to the corresponding SFWMD Service Center:

Broward, Highlands, Miami-Dade, Martin, Monroe, Okeechobee, Palm Beach, and St. Lucie Counties:

Please respond to the West Palm Beach Service Center.

SFWMD
Environmental Resource Compliance Division
MSC 4230
P.O. Box 24680
West Palm Beach, FL 33416-4680

(561) 686-8800; (800) 432-2045

Charlotte, Collier, Glades, Hendry, and Lee Counties:

Please respond to the Ft. Myers Service Center.

SFWMD
Environmental Resource Compliance Division
MSC 4720
2301 McGregor Blvd.
Ft. Myers, FL 33901

(941) 338-2929; (800) 248-1201

Orange, Osceola, and Polk Counties:

Please respond to the Orlando Service Center.

SFWMD
Environmental Resource Compliance Division
MSC 4710
1707 Orlando Central Parkway, Suite 200
Orlando, FL 32809

(407) 858-6100; (800) 250-4250

South Florida Water Management District



ENVIRONMENTAL RESOURCE / SURFACE WATER MANAGEMENT PERMIT
SURFACE WATER MANAGEMENT SYSTEM
CONSTRUCTION COMPLETION CERTIFICATION

ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION

APPLICATION NO(s)

E: PHASE:

Surface water management system has been designed, constructed and completed as follows (check all that apply)

STRUCTURE(S) Please provide the requested information for all permitted discharge structures. Attach drawings if needed.

Structure Identification Number:

Structure: width crest
Inlet: type dimensions invert

Additional discharge structure information attached.

RETENTION AREA(S): Please provide the requested information for all permitted retention/detention areas. Attach drawings if needed.

Retention/Detention Area Identification Number: Size (acres)

Side Slope (h:v)

Additional retention/detention area information attached.

TRAP TRENCH - Confirmation of cross-section with pipe size and invert, trench width, height and length is provided on the attached.

CONVEYANCE SYSTEM ONLY - The components of the permitted surface water management consist of inlets, manholes, or other form of conveyance system. Confirmation of ditches, canals, and/or swales with cross-sections, pipe sizes, inverts, and lengths is provided on the attached.

Reference the location of the benchmark(s) used to determine the above information on the record drawings (40E-A.C. Code). All elevations should be according to National Geodetic Vertical Datum (NGVD).

NOTIFY THE DISTRICT OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE DISTRICT. [A COPY OF THE APPROVED PERMIT DRAWINGS IS ATTACHED WITH DEVIATIONS IF APPLICABLE.]

Signature, Seal and Date:

Please Print or Type:

Engineer's Name

Company Name

Address

Authorization No. of Engineering Business (if applicable):

Telephone Number



South Florida Water Management District

SURFACE WATER MANAGEMENT PERMIT
SURFACE WATER MANAGEMENT SYSTEM CONSTRUCTION COMPLETION
CERTIFICATION - FOR PROJECTS PERMITTED PRIOR TO OCTOBER 3, 1995.

51B

ENVIRONMENTAL RESOURCE COMPLIANCE DIVISION

PROJECT NO. APPLICATION NO(s).

PROJECT NAME: PHASE:

The subject surface water management system has been constructed and completed as follows (check all that apply):

LARGE STRUCTURE(S) Please provide the requested information for all permitted discharge structures. Attach additional sheets if needed.

Structure Identification Number:

Weir: width crest

Bleeder: type dimensions invert

Additional discharge structure information attached.

RETENTION/DETENTION AREA(S): Please provide the requested information for all permitted retention/detention areas. Attach additional sheets if needed.

Retention/Detention Area Identification Number: Size (acres)

Side Slope (h:v)

Additional retention/detention area information attached.

The surface water management system is currently functioning as intended by the permit, including level of water quality treatment, level of flood protection, and storm attenuation.

All wet retention/detention area side slopes have been adequately maintained and stabilized to support the operation of the surface water management system.

EXFILTRATION TRENCH - The downstream mechanism (weir) designed to retain water in the exfiltration trench is installed at the permitted elevation, in substantial conformance with the permit. Also, attached is a certified drawing with the current dimensions, including length and crest elevation, of the permitted weir.

CONVEYANCE SYSTEM ONLY - The components of the permitted surface water management consist of inlets, pipes or other form of conveyance system. Confirmation of ditches, canals, and/or swales is provided on the attached cross-sections.

Please indicate the location of the appropriate benchmark(s) used to determine the above information on the record drawings (40E-4.381(1)(f), F.A.C.). All elevations should be according to National Geodetic Vertical Datum (NGVD).

I HEREBY NOTIFY THE DISTRICT OF THE COMPLETION OF CONSTRUCTION OF ALL THE COMPONENTS OF THE SURFACE WATER MANAGEMENT FACILITIES FOR THE ABOVE REFERENCED PROJECT AND CERTIFY THAT THEY HAVE BEEN CONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE PLANS AND SPECIFICATIONS PERMITTED BY THE DISTRICT, WITH EXCEPTIONS AS NOTED ABOVE. [A COPY OF THE APPROVED PERMIT DRAWINGS IS ATTACHED WITH DEVIATIONS NOTED, IF APPLICABLE.]

Engineer's Signature, Seal and Date:

Please Print or Type:

Engineer's Name

Company Name

Address

Authorization No. of Engineering Business (if applicable)

Telephone Number

E-mail



REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE/SURFACE WATER MANAGEMENT PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE AND TRANSFER OF PERMIT TO THE OPERATING ENTITY (TO BE COMPLETED AND SUBMITTED BY THE OPERATING ENTITY)

Form #0920

08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Compliance Division

Date _____

It is hereby requested that District Environmental Resource/Surface Water Management Permit No. _____ under Application No(s) _____, authorizing the construction and operation of a surface water management system for the below mentioned project, be converted from the construction phase to the operation phase and be transferred from the construction phase permittee to the operation phase operating entity.

PROJECT: _____

FROM: Name _____
Address _____
City _____ State _____ Zip _____

TO: Name _____
Address _____
City _____ State _____ Zip _____

Enclosed is documentary evidence of satisfaction of permit conditions (other than long term monitoring) in accordance with Rule 40E-4.361, Florida Administrative Code (F.A.C.). Also enclosed is a copy of the documents required below, including the document transferring title to the operating entity for the common areas on which the surface water management system is located.

The surface water management facilities are hereby accepted for operation and maintenance in accordance with the engineer's certification and as outlined in the restrictive covenants and articles of incorporation for the operating entity.

The signatory, as representative for the operating entity, hereby agrees that the operating entity will be perpetually bound by all terms and conditions of the permit, including all compliance requirements. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

Operating Entity Name

Authorized Signature

Title and Telephone Number of Signatory

Printed Name of Signatory

Enclosure:

- Documentary evidence of satisfaction of permit conditions (other than long term monitoring)
- Copy of recorded transfer of title to surface water management system
- Copy of plat(s)
- Copy of recorded restrictive covenants, articles of incorporation, certificate of incorporation

Application No(s). _____

Permit No. _____

Project Name: _____

AFFIDAVIT

I, _____, on behalf of

_____ in

_____ capacity, hereby attest to the following pertaining to the above project:

(9.2.3, BOR) I attest that the Home or Property Owners' or Condominium or Community or Master-Association has the following general powers and attributes set forth in the Articles of Incorporation or other documents on the page numbers indicated:

<p>1. a. All the powers set forth in Section 617, Fla. Stat.</p> <p>b. All the powers set forth in Section 718, Fla. Stat.</p>	<p>Page no. _____</p> <p>Page no. _____</p>
<p>OR</p>	
<p>1. The power to:</p> <p>a. own and convey property;</p> <p>b. operate and maintain common property, specifically the surface water management (SWM) as permitted by the SFWMD including all lakes, retention areas, culverts and related appurtenances;</p> <p>c. establish rules and regulations;</p> <p>d. assess members and enforce assessments;</p> <p>e. to sue and be sued; and</p> <p>f. contract for services to provide for operation and maintenance services.</p>	<p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p> <p>Page no. _____</p>
<p>2. All homeowners, lot owners, property owners, unit owners and golf course(s), if any are members of the Association.</p>	<p>Page no. _____</p>
<p>3. The Association exists in perpetuity; however, if the Association is dissolved, the property consisting of the surface water management system will be conveyed to an appropriate agency of local government. If this is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.</p>	<p>Page no. _____</p>

(9.2.4, BOR) I further attest that the following covenants and restrictions are contained in the Declaration of Protective Covenants, Declaration of Condominium, Deed Restrictions or Articles of Incorporation (documents) on the page numbers indicated:

<p>1. The Association is responsible for the operation and maintenance of the SWM system described in the permit.</p>	<p>Page no. _____.</p>
<p>2. The SWM system is:</p> <p>a. owned by the Association; or</p> <p>b. described in the documents as common property.</p>	<p>Page no. _____</p> <p>Page no. _____</p>
<p>3. The Association is responsible for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the SWM system.</p>	<p>Page no. _____</p>
<p>4. Any amendment proposed to these documents which would affect the SWM system, conservation areas or water management portions of the common areas will be submitted to the District for a determination of whether the amendment necessitates a modification of the SFWMD permit. If a modification is necessary, the District will so advise the permittee.</p>	<p>Page no. _____</p>
<p>5. The rules and regulations shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter.</p>	<p>Page no. _____</p>
<p>6. If wetland mitigation or monitoring is required the association shall be responsible to carry out this obligation. The rules and regulations state that it shall be the association's responsibility to complete the task successfully, including meeting all (permit) conditions associated with wetland mitigation, maintenance and monitoring.*</p>	<p>Page no. _____</p>
<p>7. a. The SFWMD Permit No. _____ is attached to the documents as Exhibit _____.</p> <p>b. copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.*</p>	<p>Page no. _____</p> <p>Page no. _____</p>
<p>8. The District has the right to take enforcement action, including a civil action for an injunction and penalties against the association to compel it to correct any outstanding problems with the surface water management system facilities or in mitigation or conservation areas under the responsibility or control of the association.</p>	<p>Page no. _____</p>

* You may strike out this section if it is not applicable.

(9.2.6, BOR) If the project is a phased project or has independent associations, I further attest that the following powers and duties are contained in the documents:

1. The (Master) Association has the power to accept into the association subsequent phases, that will utilize the same SWM system; or	Page no. _____
2. a. The documents provide that independent associations have the right to utilize the permitted SWM system;	Page no. _____
b. The documents delineate maintenance responsibilities between the independent associations;	Page no. _____
c. Cross easements for drainage, and ingress and egress for maintenance, copies of which are attached, have been granted between all independent associations utilizing the SWM system.	Page no. _____
d. The golf course owner / operator is a member of the Association and the documents reflect this relationship.	Page no. _____

Signature

State of Florida)
County of _____) ss

I HEREBY CERTIFY that on the _____ day of _____, 20____, before me, an officer authorized in the State aforesaid and in the County aforesaid to take acknowledgements by _____, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

* You may strike out this section if it is not applicable.

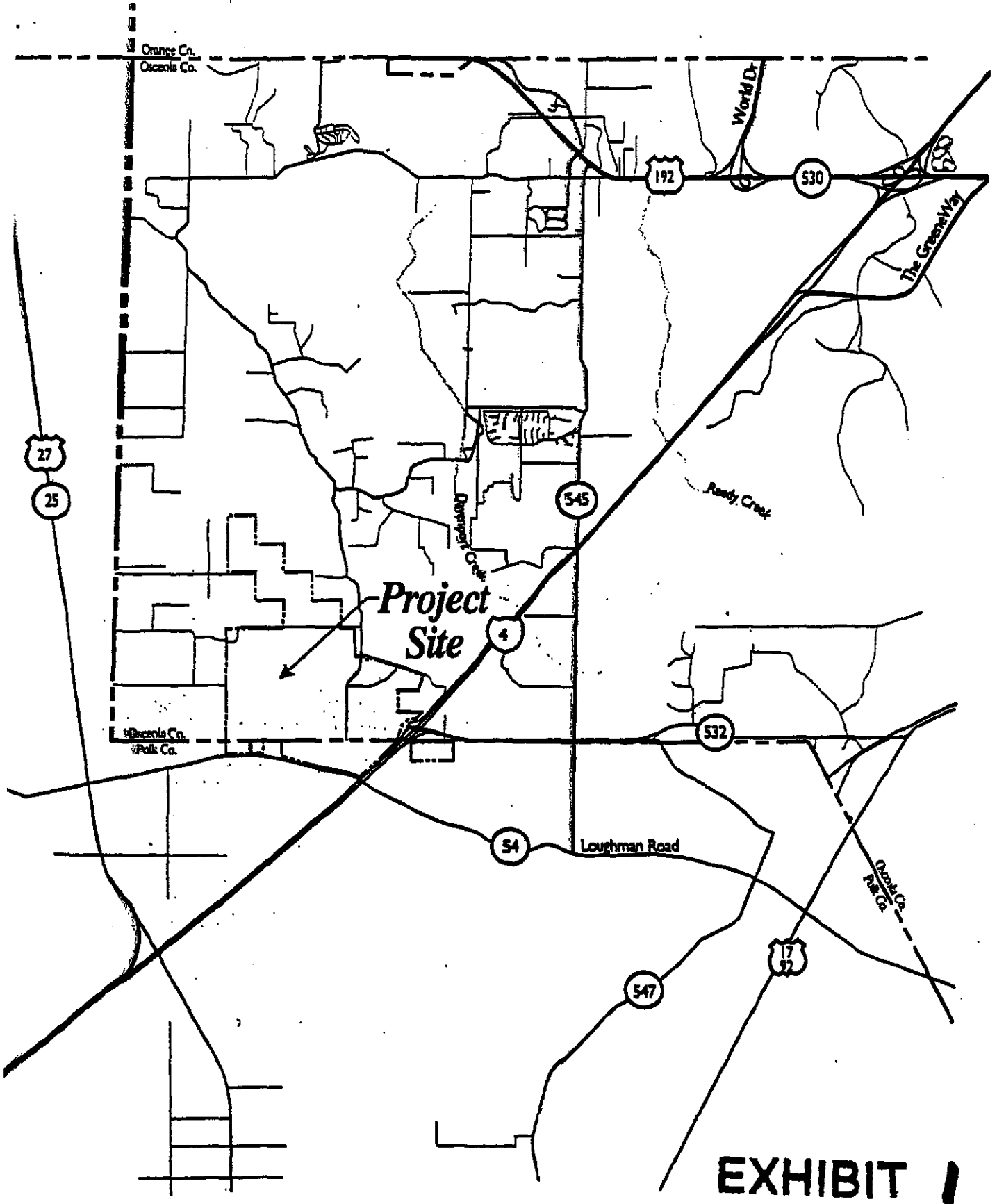


EXHIBIT 1

Rida/ChampionsGate

Figure 1-1

GLATTING
JACKSON
BARBER
BURGLIN



Answer: Circle in East

Last Date For Agency Action: 08-OCT-2004

GENERAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Pulte Championsgate Phase 1

Permit No.: 49-01179-P-03

Application No.: 040809-17

Application Type: Environmental Resource (General Permit Modification)

Location: Osceola County, S32,33/T25S/R27E

Permittee : Rida Associates Limited Partnership
Pulte Home Corporation

Operating Entity : Community Development District

Project Area: 103.65 acres

Project Land Use: Residential

Drainage Basin: HORSE CREEK

Receiving Body: Existing Systems

Class: CLASS III

Special Drainage District: NA

Conservation Easement To District : No

Sovereign Submerged Lands: No

PROJECT PURPOSE:

Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve a 103.65 acre residential project known as Pulte Championsgate PD. Staff recommends approval with conditions.

PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The Phase 1 area of the Champion's Gate Project site is comprised of 103.65 acres of land in Osceola County, Florida. The project is located to the north of Interstate 4 (I-4), east of Highway 27. The site has been mass graded and is currently vacant with forested uplands and a permitted storm water management system. □□There are no wetlands located within the project boundaries. The proposed surface water management system has been designed to continue discharging to the approved master system (SFWMD No.49-01178-P). Best management practices for erosion control will be implemented during construction activities to prevent turbid runoff from entering the adjacent wetlands and upland buffers.□

PROPOSED PROJECT:

The applicant proposes construction of the Surface Water Management system to serve the construction of Pulte Champion's Gate Phase 1 including the construction of 5-4 story condo units (200 units) 80 townhome units, 116 carriage homes, associated infrastructure and mass grading of the remainder of the project. Currently, the property has been partially mass graded and five (5) storm water ponds have been constructed in accordance with a previously permitted master storm water system (SFWMD ERP Permit No.49-01179-P).

The storm water management facilities intended for this project consist of a spreader swale, pipes, culverts, inlets and eight (8) wet detention ponds. Five (5) of the eight (8) storm water management ponds will be reshaped (10.54 acres of the previously permitted storm water management ponds). Runoff will be directed through the SWM system for water quality treatment and attenuation. The proposed development, which includes shifting and reshaping of the existing storm water ponds, will meet the discharge rates previously permitted (Permit No. 49-01179-P issued May 11, 2000).

Grass seed, sod or mulch shall be installed and maintained on exposed areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharge into adjacent waters and /or wetlands.

The proposed activities are consistent with the previously approved conceptual permit. The property is currently under contract for sale.

LAND USE:

Construction:

Project:

	This Phase	
Impervious	29.02	acres
Pervious	59.73	acres
Water Mgmt Acreage	14.90	acres
Total:	103.65	

WATER QUANTITY :

Discharge Rate :

Discharge Rate :

The existing permitted master storm water system provides for pre-development versus post-development discharge rate attenuation of the 10 yr.-72 hr. design storm event. The proposed development, which includes shifting and reshaping of the existing storm water ponds and the construction of proposed ponds will meet the discharge rates previously permitted (Permit No. 49-01179-P issued 5/11/04). □

Discharge Storm Frequency : 10 YEAR-3 DAY

Design Rainfall : 9.5 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD)
PB-1A	30.89	Pre Vs Post	30.89	115.83
PB-1A2	54.7	Pre Vs Post	54.7	116.24
PB-3A	82.58	Pre Vs Post	82.58	113.61
PB-4A	19.09	Pre Vs Post	19.09	112.53
PB-5A	30.66	Pre Vs Post	30.66	115.63
PB-5A2	13.97	Pre Vs Post	13.97	115.79
PB-5A3	33.41	Pre Vs Post	33.41	115.53
PB-7	20.44	Pre Vs Post	20.44	115.11

Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 15.1 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Finished Floors (ft, NGVD)	FEMA Elevation (ft, NGVD)
PB-1A	117.11	117.11	N/A
PB-1A2	117.4	117.4	N/A
PB-3A	115.35	115.35	N/A
PB-4A	112.54	112.54	N/A
PB-5A	116.48	116.48	N/A
PB-5A2	116.7	116.7	N/A
PB-5A3	116.02	116.02	N/A
PB-7	116.29	116.29	N/A

Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY

Design Rainfall: 7.5 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Road Crown (ft, NGVD)
PB-1A	115.83	116.71
PB-1A2	116.24	116.71
PB-3A	113.66	114
PB-4A	112.53	113
PB-5A	115.64	116.75
PB-5A2	115.79	116.75
PB-5A3	115.54	116
PB-7	115.12	115.61

Parking Lot Design :

As shown in the following table and the attached exhibits, minimum parking lot elevations have been set at or above the calculated design storm flood elevation.

Parking Lot Storm Frequency : 10 YEAR-1 DAY

Design Rainfall 7.5 inches

Basin	Peak Stage (ft, NGVD)	Proposed Min. Parking Elev. (ft, NGVD)
PB-1A	115.83	115.83
PB-1A2	116.24	116.24
PB-3A	113.66	113.66
PB-4A	112.53	112.53
PB-5A	115.64	115.64
PB-5A2	115.79	115.79
PB-5A3	115.54	115.54
PB-7	115.12	115.12

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD)	WSWT Ctrl Elev (ft, NGVD)	Method Of Determination
PB-1A	11.23	114.71	114.71	Wet Season Water Table
PB-1A2	19.58	114.71	114.71	Wet Season Water Table
PB-3A	29.56	112	112.00	Wet Season Water Table
PB-4A	11.48	111	111.00	Wet Season Water Table
PB-5A	10.54	114.75	114.75	Wet Season Water Table
PB-5A2	5.16	114.75	114.75	Wet Season Water Table
PB-5A3	11.63	114	114.00	Wet Season Water Table
PB-7	11.89	113.61	113.61	Wet Season Water Table

Receiving Body :

Basin	Str.#	Receiving Body
Pb-1a	CS PB-1A	Wetland PB1
Pb-1a2	PBCS-1A2	WETLAND PB1
Pb-3a	PBCS-3A	WETLAND PB4
Pb-4a	PBCS-4A	WETLAND PB4

Receiving Body :

Basin	Str.#	Receiving Body
Pb-5a	PBCS-5A	WETLAND PB2
Pb-5a2	PBCS-5A2	WETLAND PB2
Pb-5a3	PBCS-5A3	WETLAND PB5
Pb-7	PBCS-7	WETLAND OF-14

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NGVD)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
PB-1A	CS PB-1A	1	Circular Orifice				4"		114.71
PB-1A2	PBCS-1A2	1	Circular Orifice				5"		114.71
PB-4A	PBCS-4A	1	Circular Orifice				3"		111
PB-5A2	PBCS-5A2	1	Circular Orifice				2.75		114.75
							"		
PB-5A3	PBCS-5A3	1	Circular Orifice				4.5"		114
PB-7	PBCS-7	1	Circular Orifice				4"		113.61

Culverts:

Basin	Str#	Count	Type	Width	Length	Dia.
PB-1A	CS PB-1A	1	Reinforced Concrete Pipe		39'	3'
PB-1A2	PBCS-1A2	1	Reinforced Concrete Pipe		39'	3'
PB-3A	PBCS-3A	1	Reinforced Concrete Pipe		64'	3'
PB-4A	PBCS-4A	1	Reinforced Concrete Pipe		35'	2'
PB-5A	PBCS-5A	1	Reinforced Concrete Pipe		49'	3'
PB-5A2	PBCS-5A2	1	Reinforced Concrete Pipe		39'	2'
PB-5A3	PBCS-5A3	1	Reinforced Concrete Pipe		39'	2.5'
PB-7	PBCS-7	1	Reinforced Concrete Pipe		114'	3'

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
PB-1A	CS PB-1A	1	Sharp Crested	15'				115.25 (crest)
PB-1A2	PBCS-1A2	1	Sharp Crested	15'				115.4 (crest)
PB-3A	PBCS-3A	1	Sharp Crested	15'				112.7 (crest)
PB-3A	PBCS-3A	1	Sharp Crested	6"				112 (crest)
PB-4A	PBCS-4A	1	Sharp Crested	10'				112.1 (crest)
PB-5A	PBCS-5A	1	Sharp Crested	15'				115.1 (crest)
PB-5A	PBCS-5A	1	Sharp Crested	6"				114.75 (crest)
PB-5A2	PBCS-5A2	1	Sharp Crested	10'				115.3 (crest)
PB-5A3	PBCS-5A3	1	Sharp Crested	15'				115 (crest)
PB-7	PBCS-7	1	Sharp Crested	15'				114.3 (crest)

WATER QUALITY :

No adverse water quality impacts are anticipated as a result of the proposed project. The storm water system provides water quantity attenuation and water quality treatment for 1" over the developed area.

Basin	Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd (ac-ft)
PB-1A	Treatment	1.59 acres	.94
PB-1A2	Treatment	2.3 acres	1.63
PB-3A	Treatment	3.24 acres	2.64

Basin	Treatment Method		Vol Req'd (ac-ft)	Vol Prov'd (ac-ft)
PB-3A	Treatment	Wet Detention	3.24 acres	2.64
PB-4A	Treatment	Wet Detention	.81 acres	.96
PB-5A	Treatment	Wet Detention	2.47 acres	.88
PB-5A2	Treatment	Wet Detention	.75 acres	.43
PB-5A3	Treatment	Wet Detention	1.55 acres	.97
PB-7	Treatment	Wet Detention	1.22 acres	2.65

Endangered Species:

The project site does not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern. No wetland-dependent endangered/threatened species or species of special concern were observed onsite, and submitted information indicates that potential use of the site by such species is minimal. This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

RELATED CONCERNS:

Water Use Permit Status:

In accordance with General Condition No. 13 of this permit, "The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C.," also known as the "No Notice" Rule.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

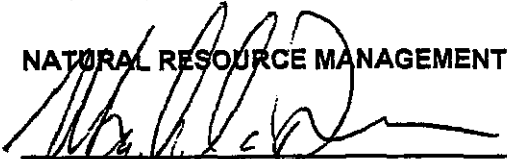
Enforcement:

There has been no enforcement activity associated with this application.

STAFF REVIEW:

DIVISION APPROVAL:


NATURAL RESOURCE MANAGEMENT:

for 

Marc S. Ady

DATE: 10/05/04

SURFACE WATER MANAGEMENT:

for 

Edward W. Yaun, P.E.

DATE: 10/05/04



NOTE: THIS SHEET IS INCLUDED IN THE CONSTRUCTION PLANS FOR INFORMATION ONLY. ENGINEER'S CERTIFICATION DOES NOT INCLUDE SURVEY.



LINE	NO.	DESCRIPTION	DATE
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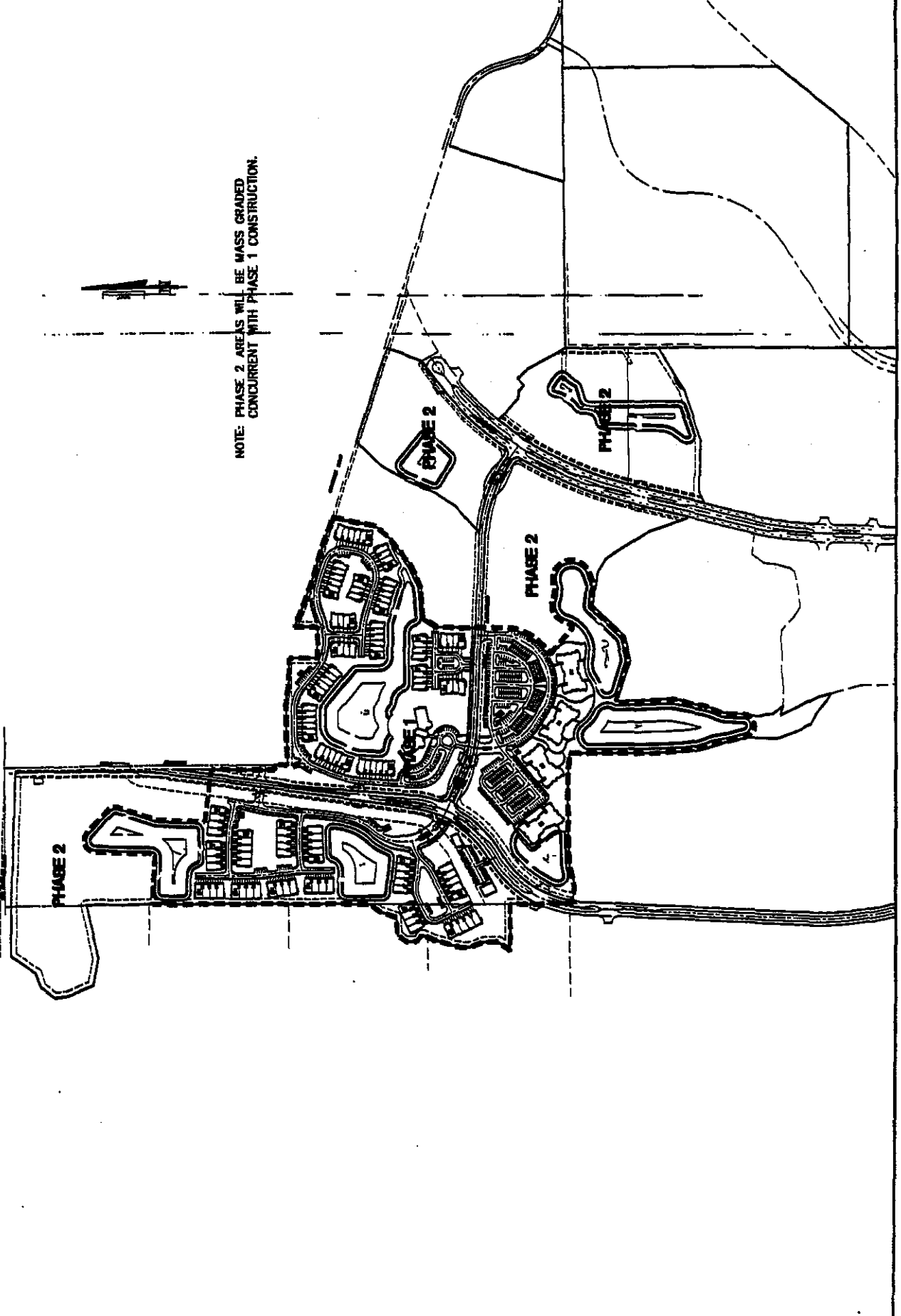
... THE EXISTING CONDITIONS AS SHOWN ON THIS SHEET ARE THE RESULT OF A SURVEY CONDUCTED BY DONALD W. MCINTOSH ASSOCIATES, INC. ON ...

... THE EXISTING CONDITIONS AS SHOWN ON THIS SHEET ARE THE RESULT OF A SURVEY CONDUCTED BY DONALD W. MCINTOSH ASSOCIATES, INC. ON ...

... THE EXISTING CONDITIONS AS SHOWN ON THIS SHEET ARE THE RESULT OF A SURVEY CONDUCTED BY DONALD W. MCINTOSH ASSOCIATES, INC. ON ...

CL 2006094148
DR 3119/1778

EXHIBIT 3



NOTE: PHASE 2 AREAS WILL BE MASS GRADED
CONCURRENT WITH PHASE 1 CONSTRUCTION.

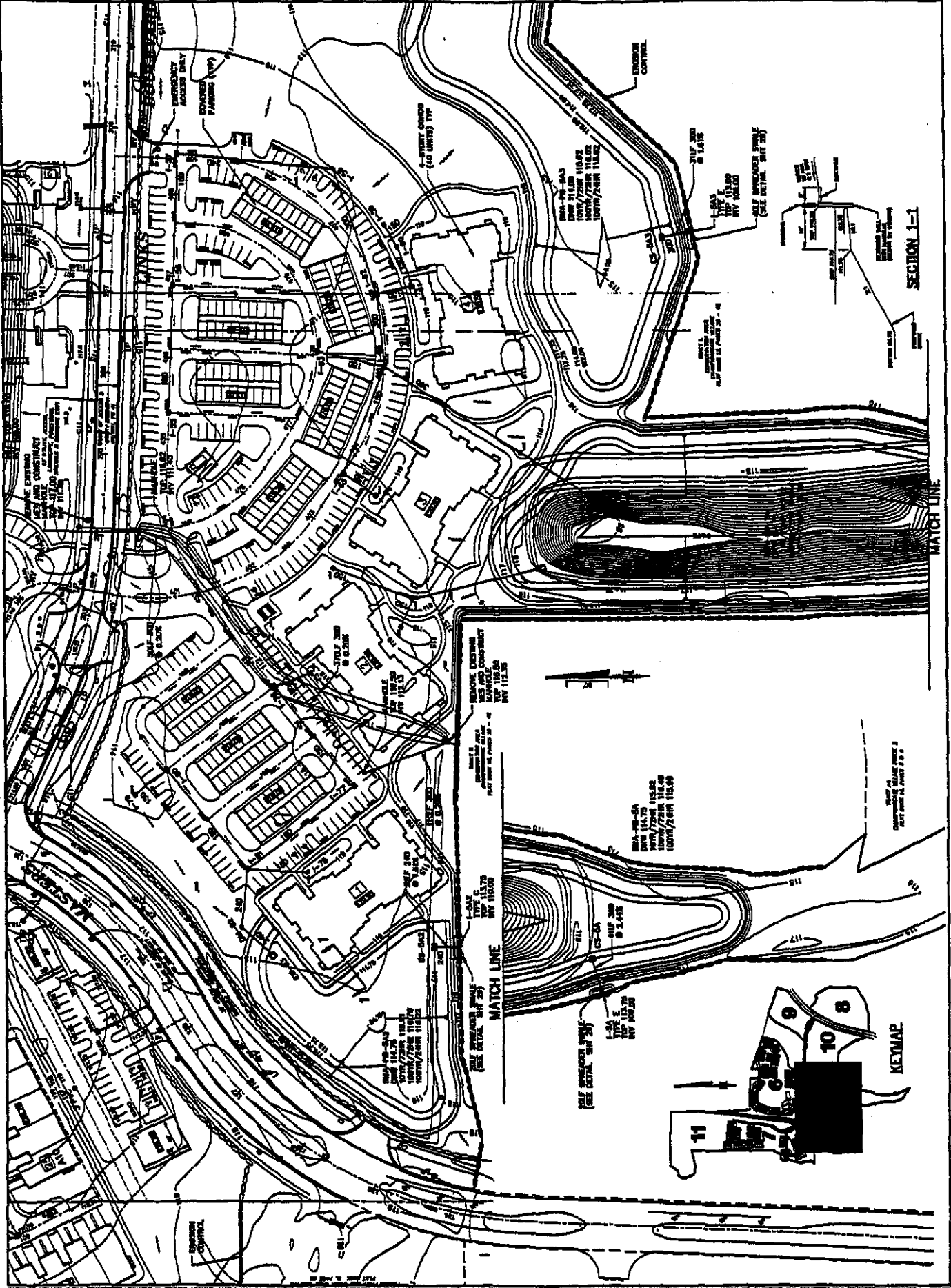
CL 2006094148 DR 3119/1779

Exhibit 4

NO.	REVISION	DATE

DONALD W. MANTOSH ASSOCIATES, INC. HEREBY CERTIFIES THE ACCURACY OF THE INFORMATION AND DATA PROVIDED TO THE CLIENT AND AGREES TO DEFEND AND HOLD HARMLESS THE CLIENT FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY THE CLIENT AS A RESULT OF THE PROFESSIONAL SERVICES PROVIDED BY DONALD W. MANTOSH ASSOCIATES, INC. IN CONNECTION WITH THIS PROJECT.

NO.	DATE	DESCRIPTION
1	07/15/04	ISSUED FOR PERMIT
2	07/15/04	ISSUED FOR PERMIT
3	07/15/04	ISSUED FOR PERMIT
4	07/15/04	ISSUED FOR PERMIT
5	07/15/04	ISSUED FOR PERMIT
6	07/15/04	ISSUED FOR PERMIT
7	07/15/04	ISSUED FOR PERMIT
8	07/15/04	ISSUED FOR PERMIT
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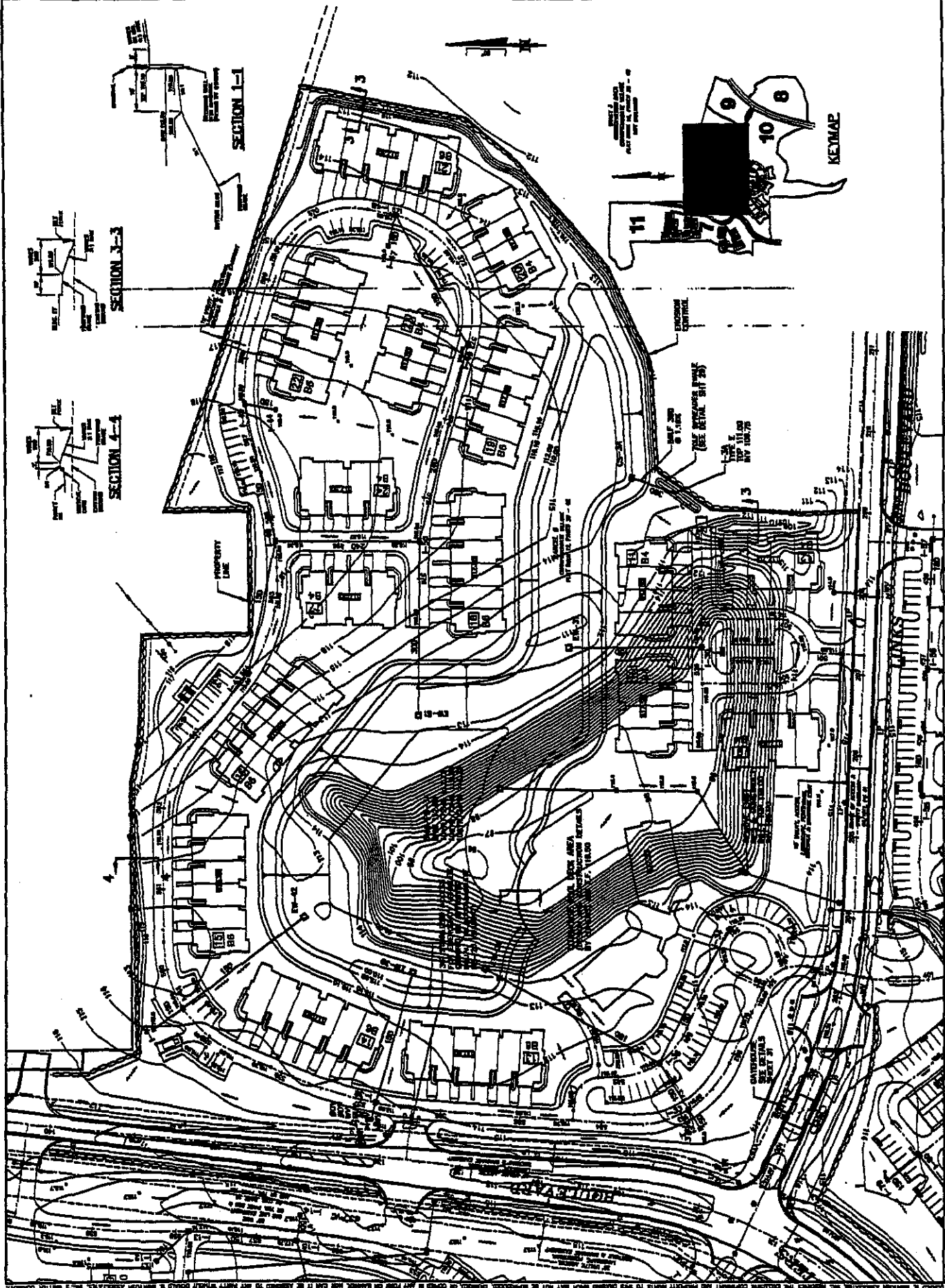


CL 2006094148

UR 2119/1/780

Exhibit 5

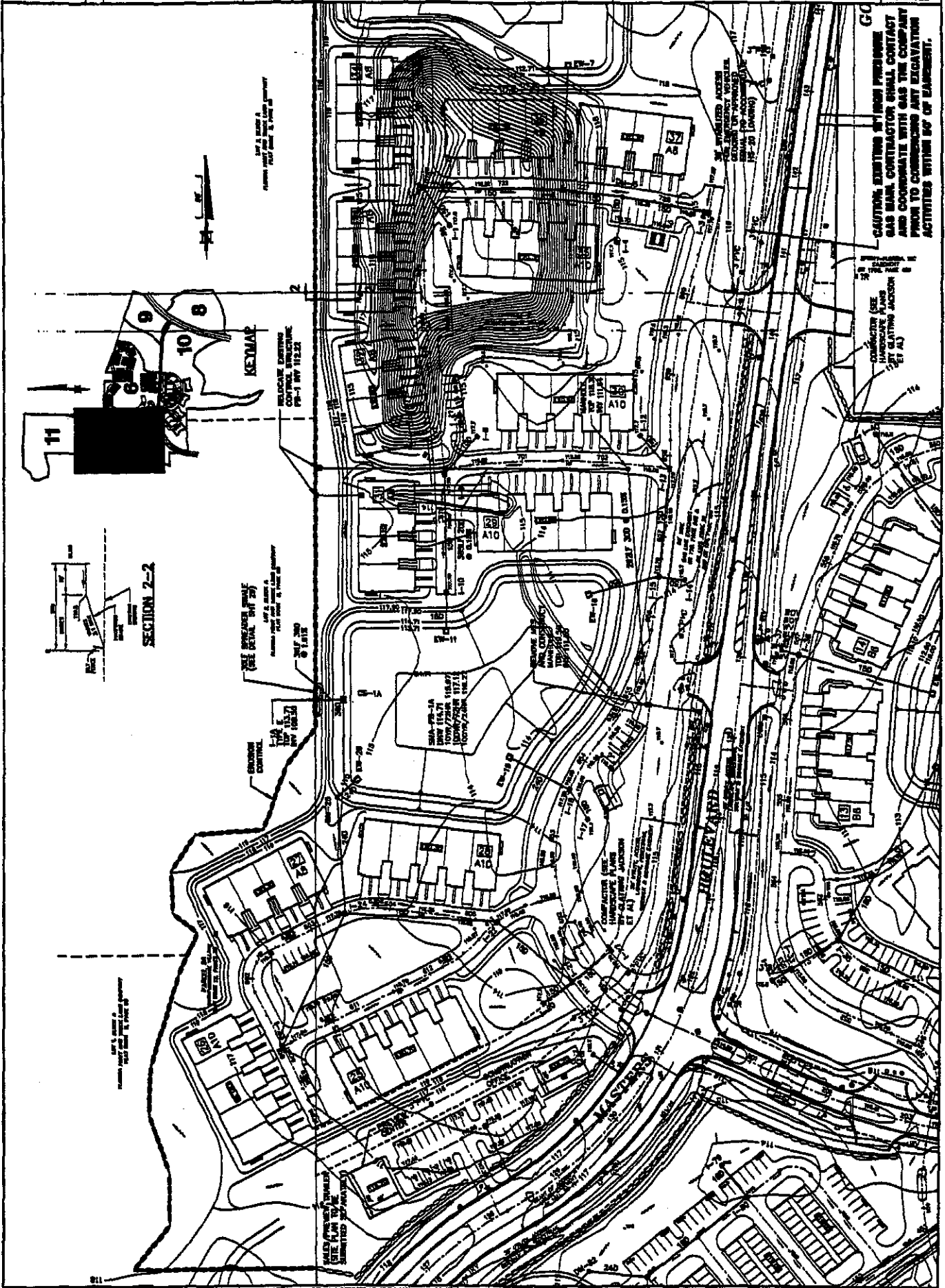
THIS PLAN IS THE PROPERTY OF DONALD W. HAINTHOSH ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF DONALD W. HAINTHOSH ASSOCIATES, INC. THE USER OF THIS PLAN AGREES TO HOLD DONALD W. HAINTHOSH ASSOCIATES, INC. HARMLESS FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST OR INCURRED BY DONALD W. HAINTHOSH ASSOCIATES, INC. OR ANY OF ITS OFFICERS, EMPLOYEES, AGENTS OR CONTRACTORS, IN CONNECTION WITH THE USE OF THIS PLAN.



CL 200609414B

OR 3119/1781

Exhibit 6



CL 2006094148
 DR 3119/1782

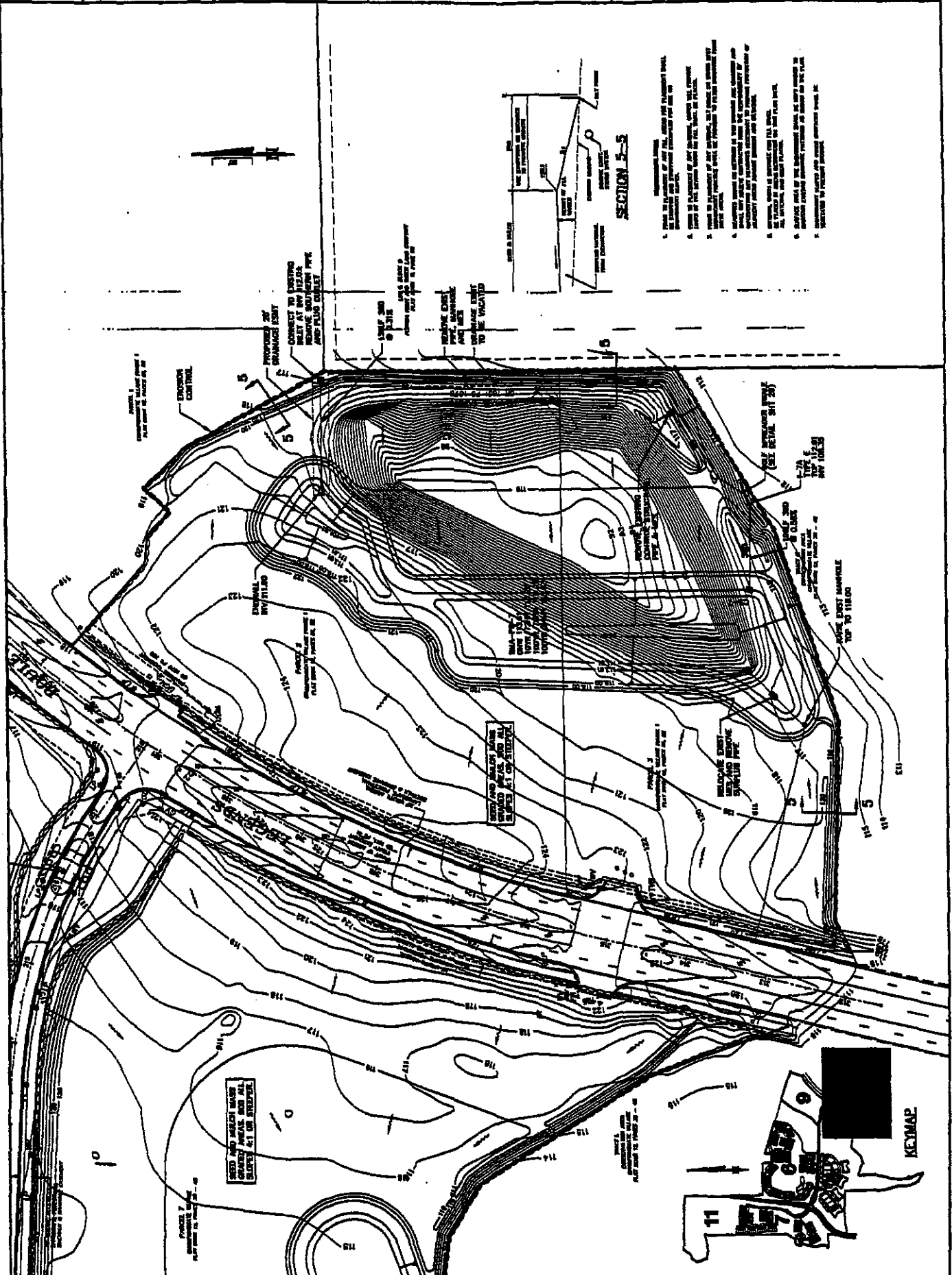
Exhibit 7

8 of 35
DRAWING NUMBER

PULTE CHAMPIONSGATE PHASE 1
OSCEOLA COUNTY, FLORIDA
GRADING & DRAINAGE PLAN
MASS GRADING

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
3000 PARK AVENUE NORTH, SUITE 1000, ALBUQUERQUE, NEW MEXICO 87110
DATE: 11/15/78
SCALE: AS SHOWN
SHEET: 8 OF 35

NO.	DATE	REVISION



SECTION 5-5

1. THE PROPOSED GRADING SHALL BE IN ACCORDANCE WITH THE GRADING PLAN AND THE DRAINAGE PLAN.

2. THE PROPOSED DRAINAGE SHALL BE IN ACCORDANCE WITH THE DRAINAGE PLAN AND THE GRADING PLAN.

3. THE PROPOSED ROAD SHALL BE IN ACCORDANCE WITH THE ROAD PLAN AND THE GRADING PLAN.

4. THE PROPOSED UTILITIES SHALL BE IN ACCORDANCE WITH THE UTILITIES PLAN AND THE GRADING PLAN.

5. THE PROPOSED EROSION CONTROL SHALL BE IN ACCORDANCE WITH THE EROSION CONTROL PLAN AND THE GRADING PLAN.

6. THE PROPOSED LANDSCAPE SHALL BE IN ACCORDANCE WITH THE LANDSCAPE PLAN AND THE GRADING PLAN.

7. THE PROPOSED LIGHTING SHALL BE IN ACCORDANCE WITH THE LIGHTING PLAN AND THE GRADING PLAN.

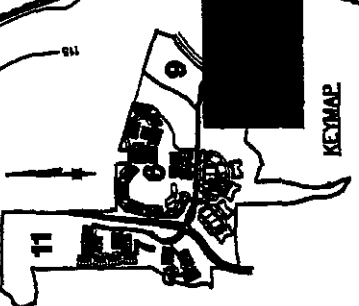
8. THE PROPOSED FURNITURE SHALL BE IN ACCORDANCE WITH THE FURNITURE PLAN AND THE GRADING PLAN.

9. THE PROPOSED SIGNAGE SHALL BE IN ACCORDANCE WITH THE SIGNAGE PLAN AND THE GRADING PLAN.

10. THE PROPOSED SECURITY SHALL BE IN ACCORDANCE WITH THE SECURITY PLAN AND THE GRADING PLAN.

SEED AND MULCH MATS
SHALL BE INSTALLED
AS SHOWN ON SHEET 11

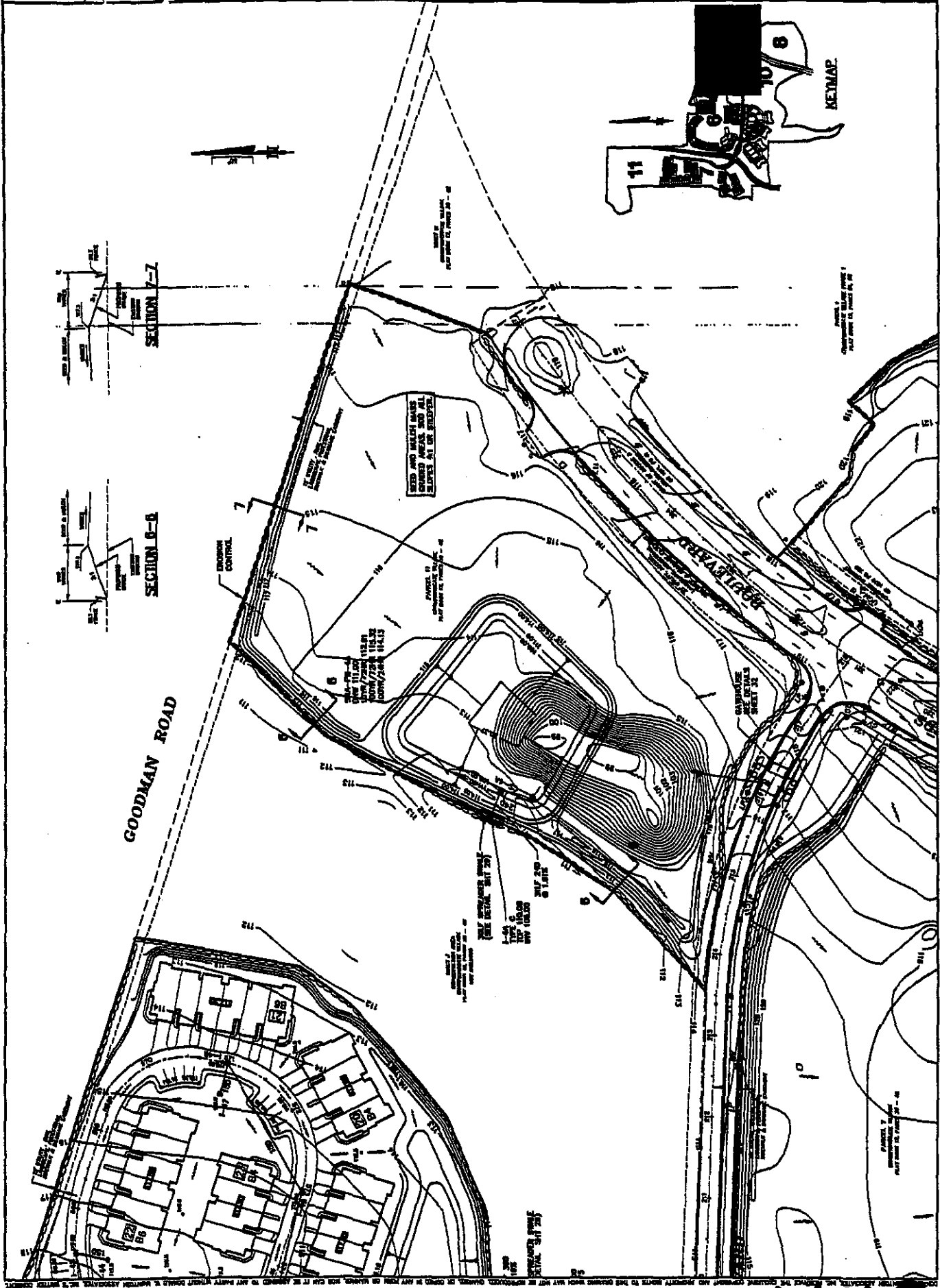
EXISTING AND PROPOSED
DRAINAGE SYSTEMS
SHALL BE SHOWN ON SHEET 11



KEYMAP

Exhibit A

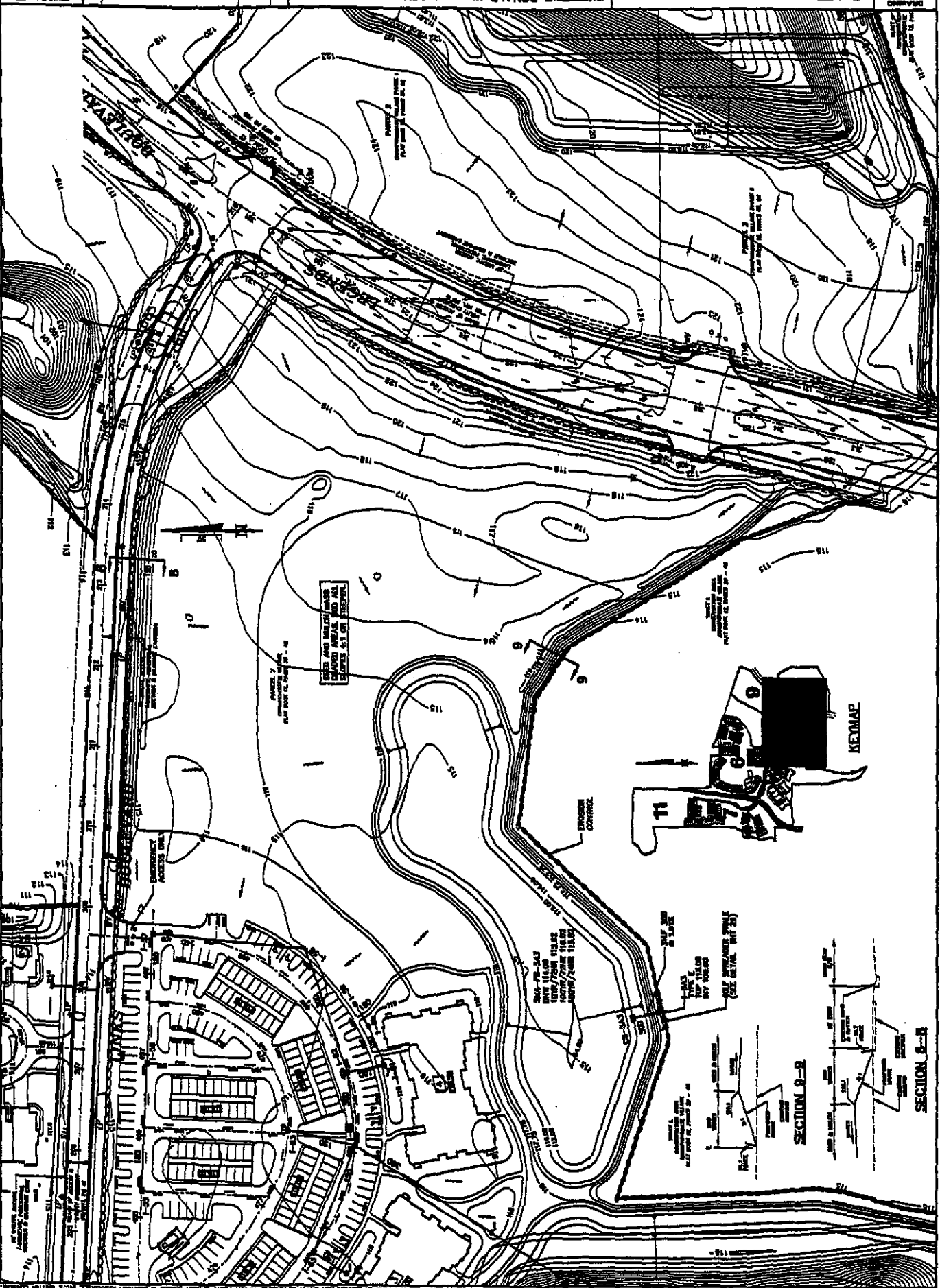
NO.	DATE	REVISIONS



CL 2006094148

DR 3119/1784

Exhibit B



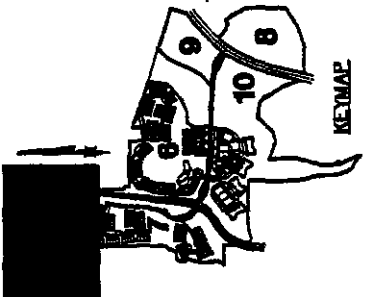
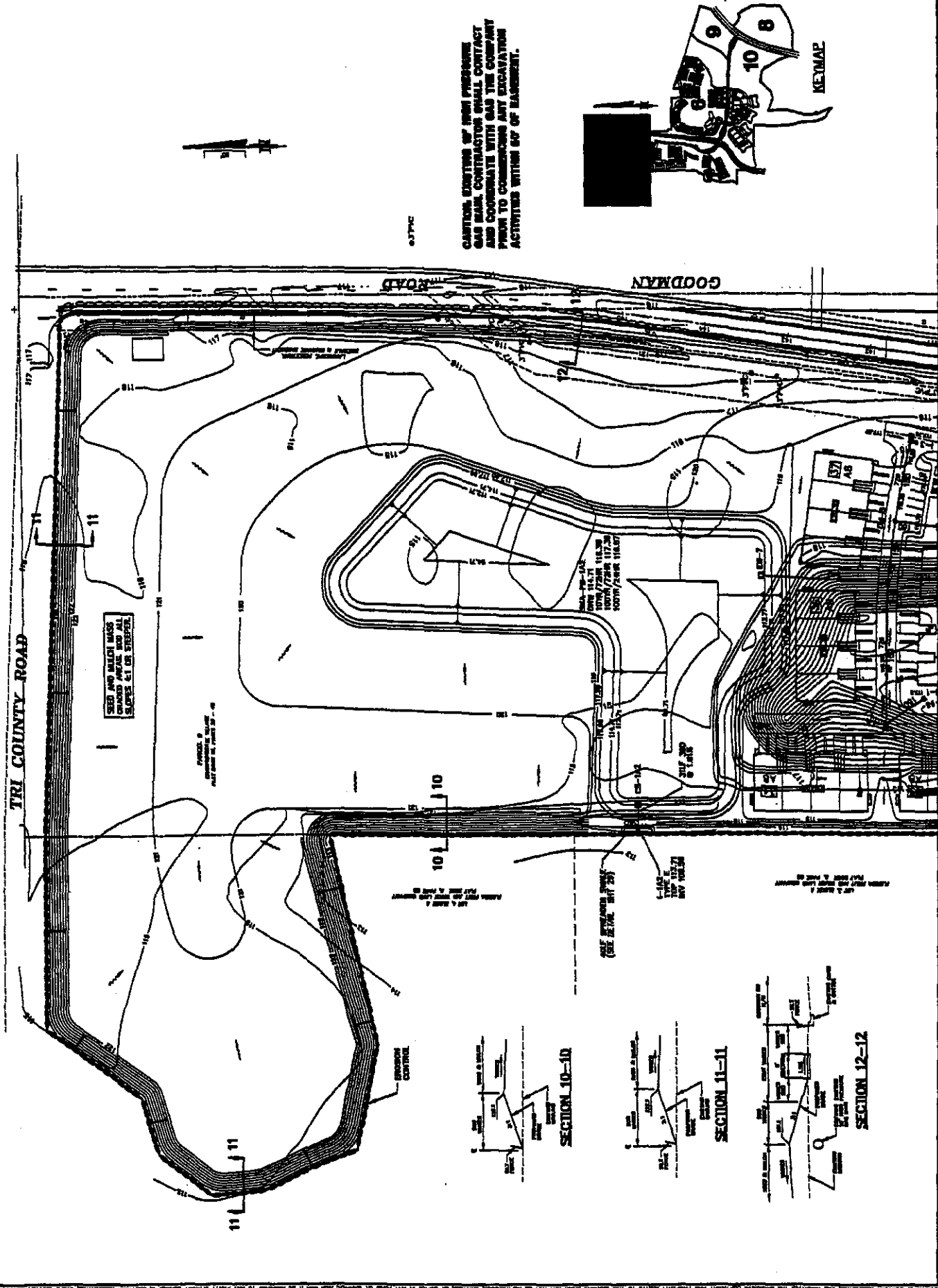
CL 2006094148

DR 3119/1785

Exhibit 1

NO.	DATE	REVISIONS

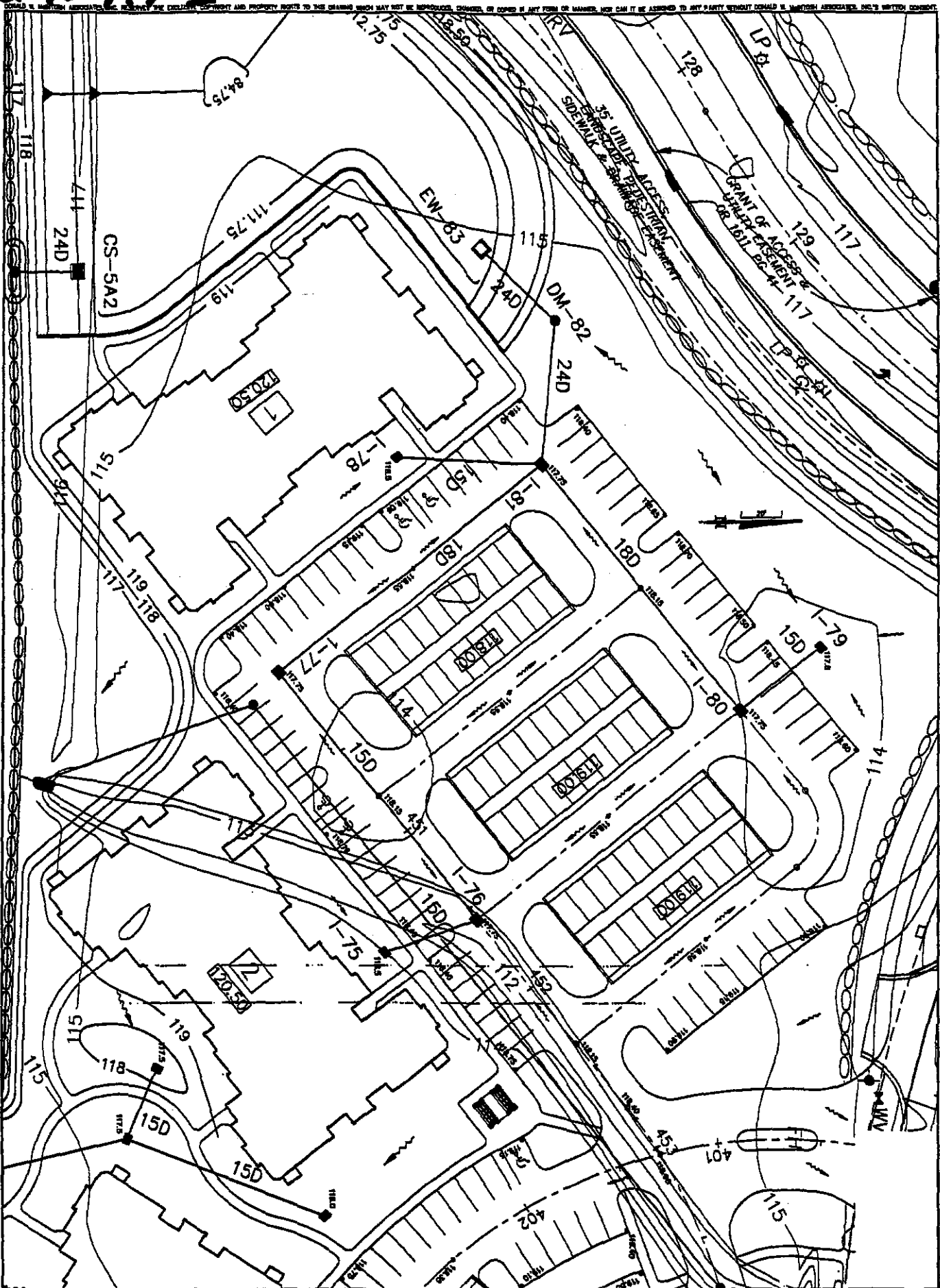
MADE IN FLORIDA
DATE OF PRINTING
SCALE



CL 2006094148
DR 3119/1786

Exhibit 1B

Exhibit 17



CL 2006094148 OR 3119/1787

DRAWING
SHEET

PULTE CHAMPIONSGATE PHASE 1
OSCEOLA COUNTY, FLORIDA
CONDO PARKING GRADING DETAILS



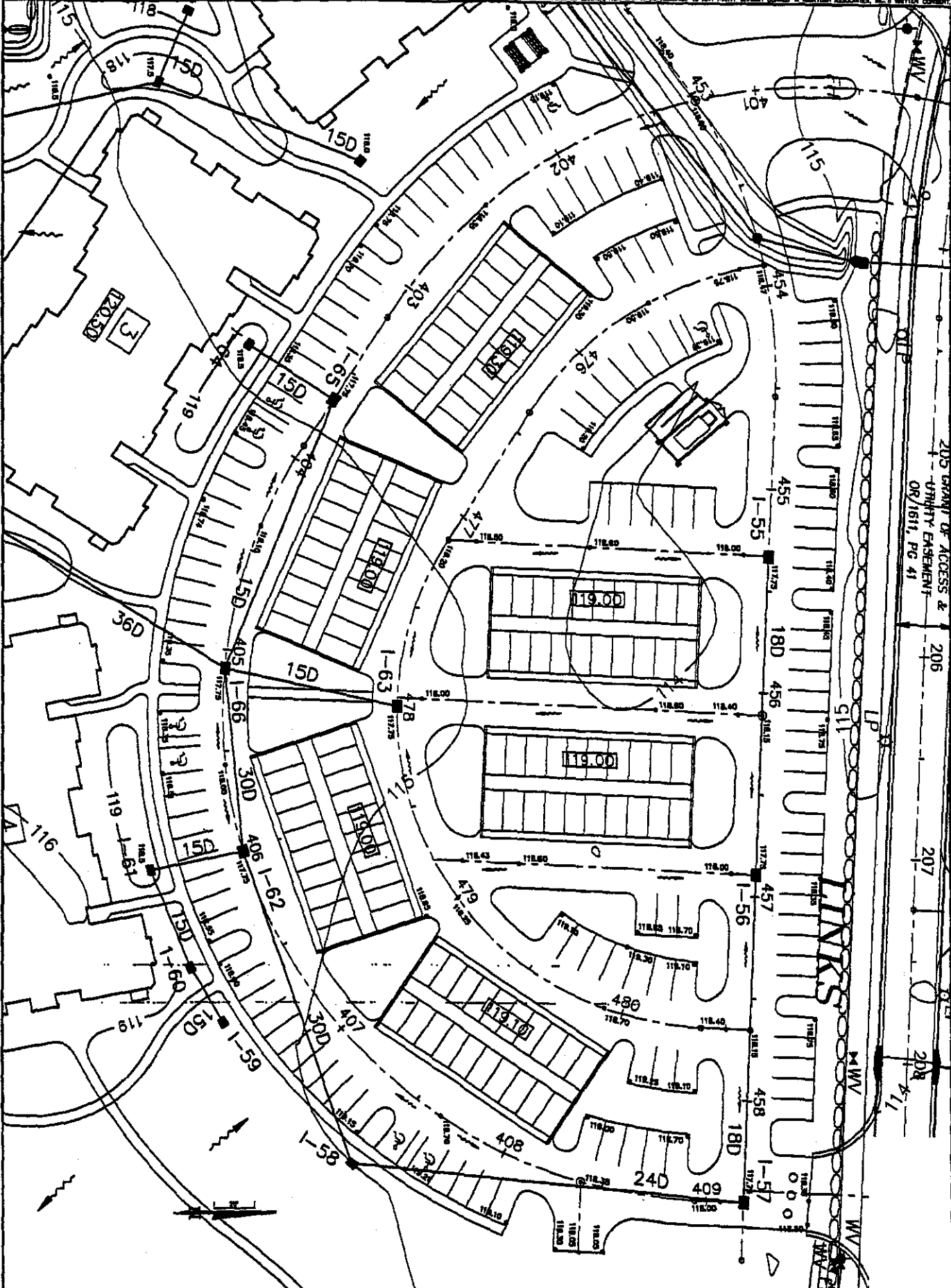
DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS
PLANNERS
SURVEYORS
2620 PINE AVENUE, SUITE 100, WINTER PARK, FLORIDA 32789 (407) 644-4444

NO.	DATE	REVISIONS	BY	CHK.

RECORD & RETURN TO:
PULTE CHAMPIONSGATE PHASE 1
OSCEOLA COUNTY, FLORIDA
AUG 28, 2006

Exhibit 13

PROJECT CHAMPIONSGATE PHASE 1
OSCEOLA COUNTY, FLORIDA
CONDO PARKING GRADING DETAILS



OR 3119/1788

BT14690002 71

DRAWING
CONDO PARKING GRADING DETAILS
PULTE CHAMPIONSGATE PHASE 1
OSCEOLA COUNTY, FLORIDA

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2500 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 844-
DESIGNED BY: [Signature] CHECKED BY: [Signature] DATE: 7/23/06

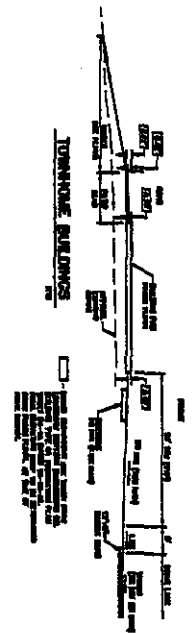
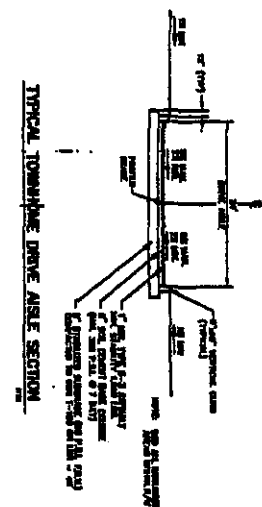
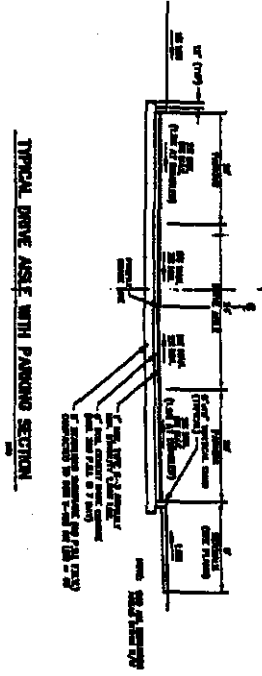
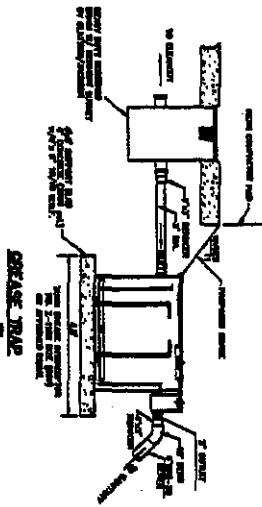
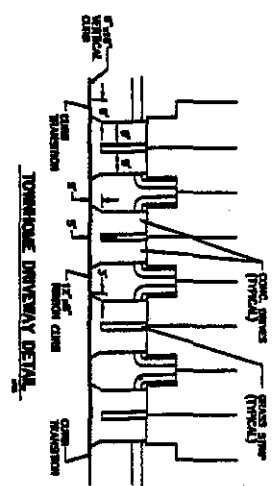
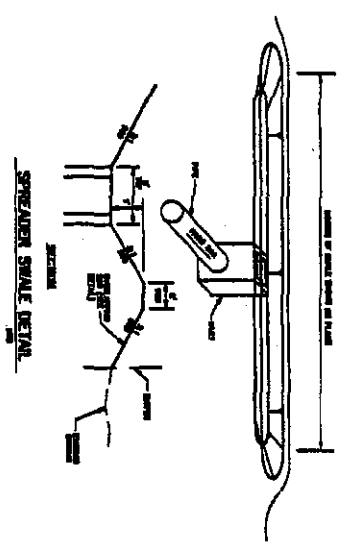
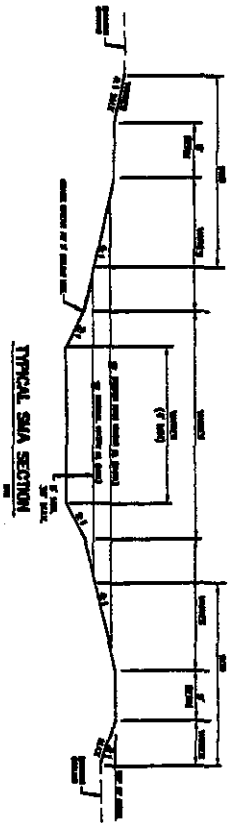
205 GRANT OF ACCESS & UTILITY EASEMENT OR/1611, PG 41
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h.k. F. 194x2

THIS DRAWING IS THE PROPERTY OF DONALD W. McINTOSH ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF DONALD W. McINTOSH ASSOCIATES, INC.

DR 3119/1789

CL 2006094148

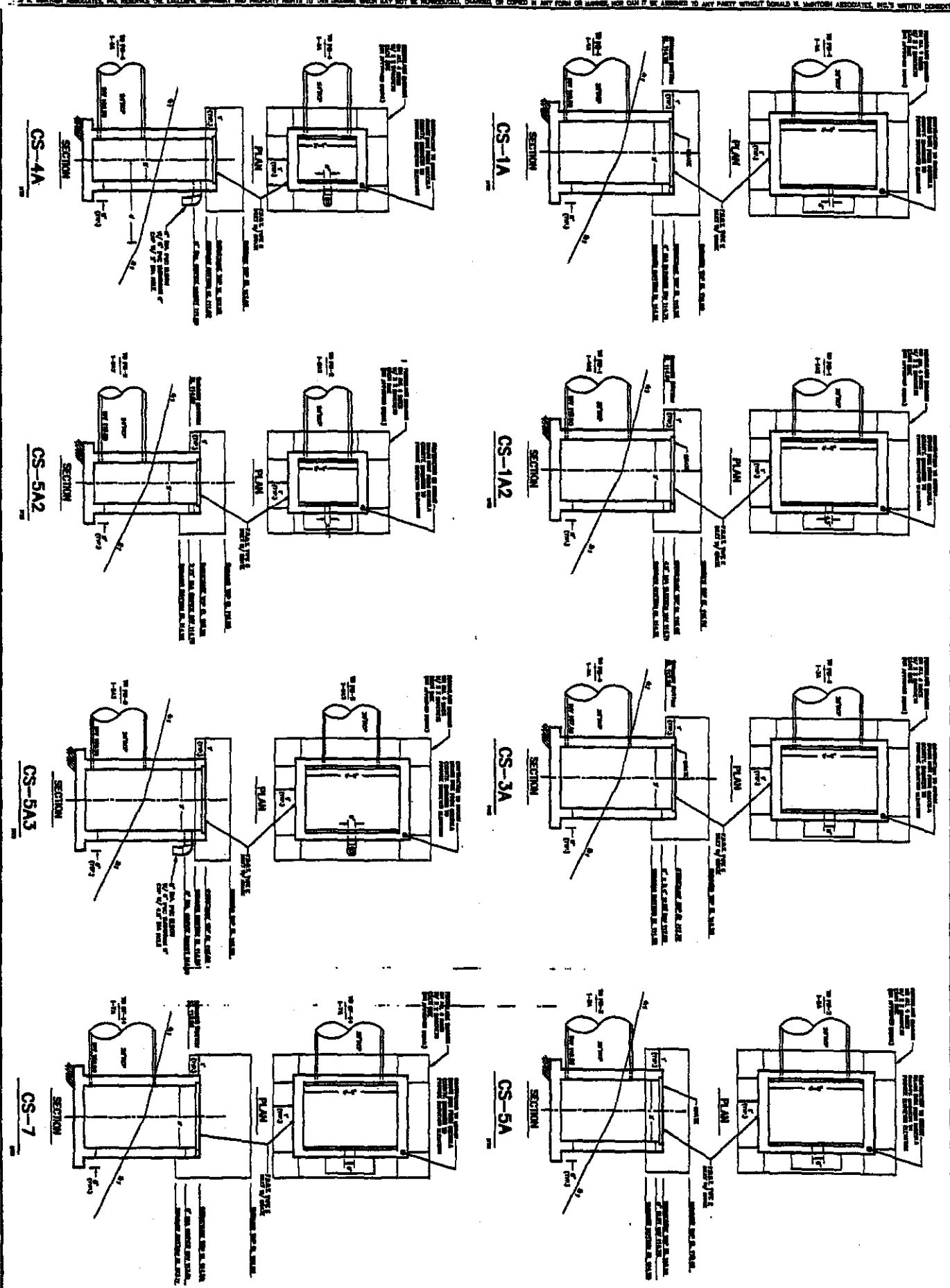


DRAWING TITLE: PULTE CHAMPIONSGATE PHASE 1		DONALD W. McINTOSH ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS		DATE: 2/15/04		JOB NO.: 22140		SCALE: 1/8" = 1'-0"	
SHEET: TYPICAL SECTIONS & MISC DETAILS		3300 PARK AVENUE, NORTH WINTER PARK, FLORIDA 32789 (407) 944-XXXX		DATE: 2/15/04		JOB NO.: 22140		SCALE: 1/8" = 1'-0"	
DESIGNED BY: JTB	CHECKED BY: JTB	DATE: 2/15/04	SCALE: 1/8" = 1'-0"	JOB NO.: 22140	DATE: 2/15/04	SCALE: 1/8" = 1'-0"	APPROVED BY: [Signature]		

1

Exhibit

PROJECT CHANGING
SHEET TITLE: PULTE CHAMPIONSGATE PHASE 1
DATE: 11/11/11
DUE FILE NAME: CONTROL
FILE NAME: CS-4A



OR 3119/1790

CL 2006094148

STAFF REPORT DISTRIBUTION LIST

PULTE CHAMPIONSGATE PHASE 1

Application No: 040809-17

Permit No: 49-01179-P-03

INTERNAL DISTRIBUTION

- X Shannon Carter - 6850
- X Walter Smith - 6850
- X Edward W. Yaun, P.E. - 6850
- X Marc S. Ady - 6850
- X A. Lee - 6850
- X ERC Engineering - 6850
- X ERC Environmental - 6850
- X M. Soto-4240
- X Permit File

EXTERNAL DISTRIBUTION

- X Permittee - Pulte Home Corporation
- X Applicant - Rida Associates Limited Partnership
- X Engr Consultant - Donald W McIntosh Associates Inc
- X Owner - Rida Associates Limited Partnership

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 6 - FDEP
- X Florida Fish & Wildlife Conservation Commission -
Imperiled Species Mgmt Section
- X Osceola County Engineer
- X US Army Corps of Engineers - Merritt Island Reg Office
- CESAJ-RD-AM

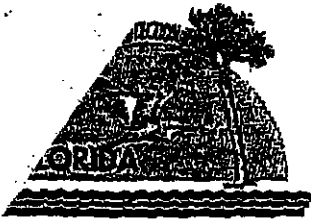
OTHER INTERESTED PARTIES

- X Sierra Club - Central Florida Group P.O. Box 941692
- X Water Management Institute - Michael N. Vanatta

CL 2006094148

DR 3119/1792

Handwritten initials: BW, FDE



Department of Environmental Protection

Jeb Bush
Governor

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen Castille
Secretary

Notification of Use of General Permit

SENT BY E-MAIL

Permittee: Pulte Home Corporation; [nick.santori@pulte.com]

Utility: Tohopekaliga Water Authority; [rpelham@kissimmee.org]

Engineer: John T. Townsend; [rklein@dwma.com]

RECEIVED

JAN 11 2005

McINTOSH ASSOC., INC.

Permit Number: WD49-0125823-113

Project Name: Pulte Championsgate Phase I

County: Osceola

Location: Section 33, Township 25S, Range 27E

Project Description: 356-unit family community plus clubhouse

To the Permittee: Nick Santori, Sr. Land Development Manager.

In response to your request, this document is to advise you that the Department has received your notice of intent to use a general permit as provided in Chapter 62-555, Florida Administrative Code (F.A.C.), to construct a water distribution system extension and is not at this time objecting to your use of such general permit. Please be advised that you are required to abide by all conditions in Chapters 62-4, 62-550, 62-555, the general requirements for general permits, and Rule 62-555.410, F.A.C.

A LETTER OF CLEARANCE MUST BE ISSUED BY THE DEPARTMENT PRIOR TO PLACEMENT OF THIS PROJECT INTO SERVICE. FAILURE TO DO SO WILL RESULT IN THE PERMITTEE BEING SUBJECT TO APPROPRIATE ENFORCEMENT ACTION.

To obtain the clearance letter, the engineer-of-record must submit a "Request for Letter of Release to Place Water Supply System into Service" [DEP Form 62-555.900(9), F.A.C.] (attached), a copy of this letter and satisfactory bacteriological test results (with chlorine residuals indicated) taken on two consecutive days from the following locations:

- a. All suggested sampling locations (no hydrant shall be used for sampling)
- b. Eastern most terminal end.

Water sample forms must indicate specific recommended sample locations and file number above.

Handwritten signature of Richard S. Lott

Richard S. Lott, P.G., P.E.
Manager - Drinking Water Program

Date: 1/11/05

STATE OF FLORIDA, COUNTY OF OSCEOLA I HEREBY CERTIFY

that the above and foregoing is a true copy of the original document recorded in the public records.

LARRY WHALEY, Clerk Circuit Court



4/7/06

RSL/1/10

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

William A. Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, PA
Post Office Box 2809
Orlando, Florida 32802-2809
(407) 843-4600

LARRY WHALEY 9P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2004199040 DR 2614/449
HLG Date 10/11/2004 Time 11:47:15

FOR RECORDING DEPARTMENT USE ONLY

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CHAMPIONSGATE

0017404053322172423311

1

Description: Osceola, FL Document-Book. Page 2614.449 Page: 1 of 9
Order: CHAMPIONSGATEPT2 Comment:

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE**

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE is made this 1st day of September, 2004, by CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association") and RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware Limited Partnership (hereinafter referred to as the "Declarant").

WHEREAS, on or about March 20, 2001, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for ChampionsGate, which Declaration was recorded March 22, 2001, in Official Records Book 1851, Page 1611, Public Records of Osceola County, Florida, and subsequently amended by that certain First Amendment thereto recorded February 15, 2002, in Official Records Book 2003, Page 2030, Public Records of Osceola County, Florida, and further amended by that certain Second Amendment thereto recorded June 11, 2003, in Official Records Book 2270, Page 250, and further amended by that certain Third Amendment thereto recorded April 5, 2004 in Official Records Book 2479, Page 1390, Public Records of Osceola County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration encumbers and is applicable to certain property located in Osceola County, Florida as further described therein (hereinafter referred to as the "Property"); and

WHEREAS, Article XI of the Declaration provides that until such time as 95% of the Property (on an acreage basis) from time to time included within the Project is sold, transferred, or conveyed by Declarant to third parties, the Declarant, may, from time to time, in its reasonable discretion, and without requiring the joinder of any Owner or other parties, amend the Declaration by written instrument duly executed by the Declarant and recorded among the Public Records of Osceola County; provided, however, that no such amendment shall (i) adversely affect the substantive rights of any Owner; (ii) impose additional costs or assessments upon any Owner; (iii) cause any Improvements approved by the Declarant, the MDRC or the Association or constructed upon the Property prior to the effective date of such change, amendment or modification to be in violation of Declaration, as so amended, or (iv) change any of the provisions of Section 14 of Article III of the Declaration relating to those portions of the Property located within the boundaries of the CDD; and

WHEREAS, less than 95% of the Property included within the Project has been transferred by Declarant to third parties, and this Amendment does not (i) adversely affect the substantive rights of any Owner; (ii) impose additional costs or assessments upon any Owner; (iii) cause any Improvements approved by the Declarant, the MDRC or the Association or constructed upon the Property prior to the effective date of such change, amendment or modification to be in violation of the Declaration, as so amended, or (iv) change any of the provisions of Section 14 of Article III of the Declaration relating to those portions of the Property located within the boundaries of the CDD; and

WHEREAS, the Board of Directors of the Association, in accordance with its powers and privileges in accordance with Article IV and Article V, Section 4, of the Articles of Incorporation of ChampionsGate Property Owners' Association, Inc., filed on June 20, 2001, and filed with the Secretary of State as document number N01000004331, and in accordance with Article VII(c) and (j) of the Bylaws of the Association, also has the power to amend the Declaration; and

WHEREAS, in order to facilitate the development of certain portions of the Project as a private, gated community, which development is intended to enhance the image, marketability and value of the overall project;

NOW, THEREFORE, the Association and the Declarant hereby wish to further amend the Declaration as set forth herein:

1. ARTICLE VI, Section 1 is hereby deleted in its entirety and replaced with the following:

"Section 1. Road Easements. There is hereby created, declared and reserved for the benefit of the Association, the Declarant, and the Owner (including the agents, employees, guests, invitees and tenants of the any of them) of each Site within the Property and all public agencies for routine and emergency maintenance, services and repairs (including fire and rescue services) a non-exclusive easement for access, ingress, egress and road purposes over all roads, ways and drives within the Property, with the exception of Links Boulevard, a portion of Tract A, as depicted on the plat of Championsgate Village, as recorded in Plat Book 12, Pages 39 through 42, of the Public Records of Osceola County, Florida, and as more particularly described in Exhibit "A" attached hereto, which serve or are intended to serve more than one (1) Site (hereinafter referred to as the "Roadways"), to the extent such Roadways are not dedicated to the public. The non-exclusive easement for access, ingress, egress and road right-of-way purposes hereinabove declared and created over the Roadways shall be an appurtenance and shall run with the title to each Site within the Property and each parcel of real property from time to time declared to be a part of the Property. The easement hereby created is not intended to create any rights or benefits in favor of any party outside the Property unless expressly and specifically set forth herein. Subject to the provisions set forth more particularly hereinbelow, Links Boulevard shall be a private drive serving only the Benefited Properties, as defined hereinbelow, may be gated and shall not be a Roadway benefiting any other Sites within the Project.

In addition, there is hereby created, declared and reserved for the benefit of the owner(s) (including the agents, employees, guests, invitees and tenants of the any of them) of those certain parcels of land more particularly described in Exhibit "B" attached hereto (the "Benefited Properties") and all public agencies for routine and emergency maintenance, services and repairs (including fire and rescue services) a non-exclusive easement for access, ingress, egress and road purposes over Links Boulevard, which shall be designated as a private roadway serving the Benefited Parties and may be gated. As such, notwithstanding any provisions of Article VIII hereof to the contrary, no CDD or Association assessments shall be collected or utilized for the maintenance of Links Boulevard, and neither the CDD nor the Association shall have any responsibility or obligation for such maintenance, the cost of which shall be borne by the Benefited Parties, their successors and assigns. The Benefited Parties, their successors and

assigns shall have the right to install such gates, fences, guard booths, signage, traffic control devices and landscaping as necessary or desirable to limit access to and use of Links Boulevard in accordance herewith. The non-exclusive easement for access, ingress, egress and road right-of-way purposes hereinabove declared and created over Links Boulevard shall be an appurtenance and shall run with the title to the Benefited Properties and each parcel of real property from time to time declared to be a part of the Benefited Properties. The easement hereby created is not intended to create any rights or benefits in favor of any party outside the Benefited Properties unless expressly and specifically set forth herein. Nothing herein shall negate the declaration, creation or reservation of the utility easements set forth in Article VI, Section 2, below, which shall apply to Links Boulevard in like manner as the Roadways within the project."

2. Except as modified by this Fourth Amendment to Declaration, the Declaration is shall in all other respects remain in full force and effect.

Executed in the presence of the following witnesses:

[Signature]
Lynette K. Artis

CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]
Ira Mitzner, as President
"ASSOCIATION"

[Signature]
Lynette K. Artis

RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership

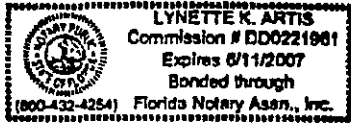
By: RALP SPE GP, LLC, a Delaware limited liability company, its general partner

By: [Signature]
Ira Mitzner, as its Manager
"DECLARANT"

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF Osceola

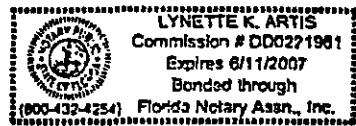
The foregoing instrument was acknowledged before me this 1 day of Sept., 2004, by IRA MITZNER, as President of CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Association. He is personally known to me or has produced _____ as identification.



Lynette K. Artis
Notary Public Signature
Printed Name: Lynette K. ARTIS
My Commission Expires: 6/11/07

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 1 day of Sept., 2004, by IRA MITZNER, as President of RALP SPE-GP LLC, General Partner of RIDA ASSOCIATES LIMITED PARTNERSHIP, on behalf of the limited partnership. He is personally known to me or has produced _____ as identification.



Lynette K. Artis
Notary Public Signature
Printed Name: Lynette K. ARTIS
My Commission Expires: 6/11/07



CL 2004199040

DR 2614/454

**LEGAL DESCRIPTION
LINKS BOULEVARD**

A parcel of land being that platted 28.00 feet wide Links Boulevard as shown on the plat of CHAMPIONSGATE VILLAGE, according to the plat thereof, as recorded in Plat Book 12, Pages 39-42, inclusive of the Public Records of Osceola County, Florida and being more particularly described as follows:

Commence at the intersection of the centerline of Masters Boulevard and the centerline of aforesaid Links Boulevard as shown on said plat of CHAMPIONSGATE VILLAGE; thence run S 64°48'45" E, along the centerline of said Links Boulevard, a distance of 75.16 feet to the Point of Beginning; thence run N 25°11'15" E, a distance of 14.00 feet to a point on the North Right of Way line of said Links Boulevard; thence along said Northerly Right of way the following four courses and distances; thence run S 64°48'45" E, a distance of 79.96 feet to the Point of Curvature of a curve, concave to the North having a Radius of 686.00 feet and a Central Angle of 22°48'05"; thence run Easterly along the Arc of said curve, a distance of 273.00 feet (Chord Bearing = S 76°12'47" E, Chord = 271.20 feet) to the Point of Tangency thereof; thence run S 87°36'50" E, a distance of 904.68 feet to the Point of Curvature of a curve, concave to the South having a Radius of 714.00 feet and a Central Angle of 32°26'09"; thence run Easterly along the Arc of said curve, a distance of 404.20 feet (Chord Bearing = S 71°23'45" E, Chord = 398.83 feet); thence departing said North Right of Way line, run S 34°49'19" W, a distance of 28.00 feet to a Point on the South Right of Way line of said Links Boulevard, said point being on a Non-Tangent curve, concave to the South, having a Radius of 686.00 feet and a Central Angle of 32°26'09"; thence along said South Right of Way line the following four courses and distances; thence run Westerly along the Arc of said curve a distance of 388.35 feet (Chord Bearing = N 71°23'45" W, Chord = 383.19 feet) to the Point of Tangency thereof; thence run N 87°36'50" W, a distance of 904.68 feet to the Point of Curvature of a curve, concave to the North, having a Radius of 714.00 feet and a Central Angle of 22°48'05"; thence run Westerly along the Arc of said curve, a distance of 284.14 feet (Chord Bearing = N 76°12'47" W, Chord = 282.27 feet); thence run N 64°48'45" W, a distance of 79.96 feet; thence departing said South Right of Way line, run N 25°11'15" E, a distance of 14.00 feet to the Point of Beginning.

Containing 1.0867 acres, more or less.

000

01:01791078

0000000000 0000000000 0000000000

Exhibit "B"**Benefited Properties****1) PULTE/PRESENT DRI PROPERTY:**

Parcels 7, 8, 9, 9a, and 11, Championsgate Village, according to the plat thereof, as recorded in Plat Book 12, Pages 39-42, Public Records of Osceola County, Florida, together with Parcels 2 and 3, Championsgate Village Phase 1, according to the plat thereof as recorded in Plat Book 12, Pages 80 and 81, Public Records of Osceola County, Florida;

TOGETHER WITH that portion 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, as described below:

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 a 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 the following courses and distances along the Southerly right-of-way line and a projection thereof of Goodman Road, as shown on the Osceola County Engineering Department Maintenance Map, Map Book 1, Pages 92 through 102, of the Public Records of Osceola County, Florida: N89°23'57"E for a distance of 419.96 feet to the point of 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 arc of said curve through a central angle of 13°29'08" for a distance of 83.00 feet to the point of compound curvature of a curve concave Northerly having a radius of 7248.51 feet and a chord bearing of S89°16'41"E; thence run Easterly along the arc of said curve through a central angle of 00°19'11" for a distance of 40.46 feet to the point of reverse curvature of a curve concave Southerly having a radius of

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525.38 feet and a chord bearing of S87°58'29"E; thence run Easterly along the arc of said curve through a central angle of 02°56'53" for a distance of 27.03 feet to the point of tangency; thence run S86°29'17"E for a distance of 34.69 feet; thence run the following courses and distances along the Westerly, Southerly and Easterly lines of the lands described in Official Records Book 1714, Page 1251, of the Public Records of Osceola County, Florida: S00°13'00"E for a distance of 133.98 feet; thence run N89°32'57"E for a distance of 150.00 feet; thence run N00°13'00"W for a distance of 105.74 feet to the aforesaid Southerly right-of-way line of Goodman Road and a non-tangent curve concave Southerly having a radius of 505.59 feet and a chord bearing of S70°05'19"E; thence run Easterly along the arc of said curve through a central angle of 02°17'15" for a distance of 20.19 feet to the point of tangency; thence run the following courses and distances along said Southerly right-of-way line: S68°56'41"E for a distance of 134.46 feet; thence run S72°23'27"E for a distance of 335.88 feet; thence run S72°25'41"E for a distance of 60.37 feet; thence leaving said Southerly right-of-way line run the following courses and distances along the Westerly line of Tract J Conservation Area, as shown on the aforesaid plat of CHAMPIONSGATE VILLAGE: S10°59'03"W for a distance of 204.34 feet; thence run S38°02'27"W for a distance of 82.21 feet; thence run S49°37'53"W for a distance of 172.82 feet; thence run S66°07'51"W for a distance of 128.58 feet; thence run S86°42'47"W for a distance of 134.92 feet; thence run S35°15'00"W for a distance of 80.71 feet; thence run S01°42'22"W for a distance of 109.85 feet; thence run S03°06'51"E for a distance of 67.41 feet to the POINT OF BEGINNING.

2) F&F PARCEL:

A portion of the Northeast ¼ of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, being more particularly described as follows:

From the Southeast corner of the Southwest ¼ of the Northeast ¼ of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, run South 89 degrees 41 minutes 28 seconds West, along the South line of said Southwest ¼ of the Northeast ¼, 536.00 feet to the point of beginning; thence continue South 89 degrees 41 minutes 28 seconds West, 789.00 feet to the Northwest corner of the Northwest ¼ of the Southeast ¼ of said Section 33; run thence South 00 degrees 12 minutes 44 seconds East, 1325.17 feet to the Southwest corner of said Northwest ¼ of the Southeast ¼; run North 89 degrees 49 minutes 46 seconds East, along the South line of said Northwest ¼ of the Southeast ¼, 1055.75 feet to the Westerly right of way line of Interstate Number 4 (State Road 400); run thence North 39 degrees 52 minutes 14 seconds East, along said right of way line, 420.08 feet to the East line of said Northwest ¼ of Southeast ¼; run thence North 00 degrees 16 minute 59 seconds West, 1006.77 feet to the Northeast corner of said Northwest ¼ of Southeast ¼; run thence North 89 degrees 41 minutes 28 seconds East along the South line of the Southeast ¼ of Northeast ¼ of said Section 33, 73.88 feet to the Westerly right of way of Goodman Road, as recorded in Official Records Book 1372, Page 1344, and Page 1350, of the Public Records of Osceola County, Florida; thence continue along said Westerly right of way North 32 degrees 19 minutes 19 seconds East, 77.06 feet to a point on a curve concave Northeasterly, having a radius of 278.55 feet; a chord bearing of North 33 degrees 14 minutes 01 seconds West, and a chord distance of 160.39 feet: said point being on the Southerly right of way of Goodman Road as recorded in Osceola County, Florida Maintenance Map Book 1, Pages 92 through 102; thence along said Southerly right of way the following courses; run Northwesterly along the arc of the aforementioned curve through a central angle of 33 degrees 27 minutes 56 seconds, a distance of 162.70 feet to the point of tangency; thence North 16 degrees 30 minutes 03 seconds West, 98.74 feet to the point of curvature of a curve concave Southwesterly, having a radius of 239.67 feet and a central angle of 55 degrees 38

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minutes 34 seconds; thence along the arc of said curve a distance of 232.76 feet to the point of tangency; thence North 72 degrees 08 minutes 37 seconds West, 217.14 feet to the Northwest corner of Parcel 6, Championsgate Village, as recorded in Plat Book 12, Pages 39 through 42 of the Public Records of Osceola County, Florida; thence leaving the Southerly right of way, run along the boundary of said Parcel 6 the following courses; South 18 degrees 11 minutes 28 seconds West, 551.55 feet to the point of beginning, LESS AND EXCEPT: Road right of way for Goodman Road and additional road right of way as described in Special Warranty Deeds recorded in Official Records Book 1372, Page 1344 and Official Records Book 1372, Page 1350, Public Records of Osceola County, Florida. Containing 2.71 acres; and

3) APARTMENT PARCEL:

Parcel 1, ChampionsGate Village Phase 1, according to the plat thereof, as recorded in Plat Book 12, Pages 80 and 81, Public Records of Osceola County, Florida.

0017404105332217242331

34

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

William A. Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
215 North Eola Drive
Post Office Box 2809
Orlando, FL 32802-2809
(407) 843-4600

LARRY WHALEY 4P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2004065750 OR 2479/1390
HGP Date 04/05/2004 Time 14:58:34

FOR RECORDING DEPARTMENT USE ONLY

THIRD AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CHAMPIONSGATE

00174040665940721639\1

Description: Osceola, FL Document-Book. Page 2479.1390 Page: 1 of 4
Order: CHAMPIONSGATEPT2 Comment:

**THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE is made this ___ day of February, 2004, by CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association") and RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware Limited Partnership (hereinafter referred to as the "Declarant").

WHEREAS, on or about March 20, 2001, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for ChampionsGate, which Declaration was recorded in OR Book 1851, Page 1611, and subsequently amended by that certain First Amendment thereto recorded February 15, 2002, in OR Book 2003, Page 2030, and that certain Second Amendment thereto recorded October 24, 2003 in Official Records Book 2370, Page 150, Public Records of Osceola County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, a majority of the Association's members have pursuant to Article XI of the Declaration and Article III, Section 3 of the Bylaws of the Association taken action to amend the Declaration as set forth in this Third Amendment to the Declaration of Covenants, Conditions and Restrictions for ChampionsGate (hereinafter referred to as the Third Amendment to "Declaration"); and

WHEREAS, the Board of Directors of the Association, in accordance with its powers and privileges in accordance with Article IV and Article V, Section 4, of the Articles of Incorporation of ChampionsGate Property Owners' Association, Inc., filed on June 20, 2001, and filed with the Secretary of State as document number N01000004331, and in accordance with Article VII(c) and (j) of the Bylaws of the Association, has taken action to amend the Declaration;

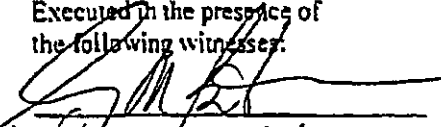
NOW, THEREFORE, the Association and the Declarant hereby amend the Declaration as follows:

1. All terms of ARTICLE XV titled "Operation of Business," as created pursuant to the Second Amendment, are deleted in their entirety.
2. As amended by this Third Amendment to Declaration, the Declaration is hereby ratified and confirmed as a valid and existing Declaration of Covenants, Conditions and Restrictions.

CL 2004065750

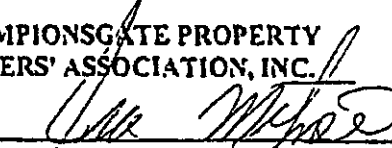
OR 2479/1392

Executed in the presence of
the following witnesses:




Lynette K. Artis

CHAMPIONSGATE PROPERTY
OWNERS' ASSOCIATION, INC.

By: 

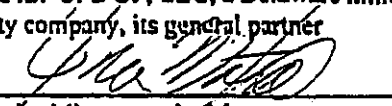
Ira Mitzner, as President



Lynette K. Artis

RIDA ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited
partnership

By: RALP SPE GP, LLC, a Delaware limited
liability company, its general partner

By: 

Ira Mitzner, as its Manager

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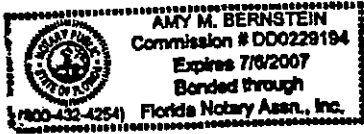
CL 2004065750

DR 2479/1393

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF Osceola

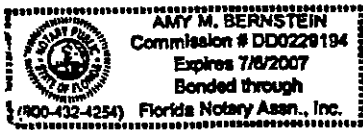
The foregoing instrument was acknowledged before me this 25 day of February, 2004, by IRA MITZNER, as President of CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public Signature
Printed Name: Amy M. Bernstein
My Commission Expires: 7/6/07

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 25 day of February, 2004, by IRA MITZNER, as President of RALP SPE GP LLC, General Partner of RIDA ASSOCIATES LIMITED PARTNERSHIP. He is personally known to me or has produced _____ as identification.



[Signature]
Notary Public Signature
Printed Name: Amy M. Bernstein
My Commission Expires: 7/6/07

001740406659-07216391

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Richard Tami, Esquire
Drage De Beaubien, et al
Post Office Box 87
Orlando, Florida 32802
(407) 422-2454

LARRY WHALEY 4P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

CL 2003203902 OR 2370/150
DLB Date 10/24/2003 Time 15:27:02

FOR RECORDING DEPARTMENT USE ONLY

SECOND AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CHAMPIONSGATE

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE is made this ____ day of April, 2003, by CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association") and RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware Limited Partnership (hereinafter referred to as the "Declarant").

WHEREAS, on or about March 20, 2001, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for ChampionsGate, which Declaration was recorded in OR Book 1851, Page 1611, Public Records of Osceola County, Florida, and subsequently amended by that certain First Amendment thereto recorded February 15, 2002, in OR Book 2003, Page 2030, Public Records of Osceola County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, a majority of the Association's members have pursuant to Article XI of the Declaration and Article III, Section 3 of the Bylaws of the Association taken action to amend the Declaration as set forth in this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for ChampionsGate (hereinafter referred to as the Second Amendment to "Declaration"); and

WHEREAS, the Board of Directors of the Association, in accordance with its powers and privileges in accordance with Article IV and Article V, Section 4, of the Articles of Incorporation of ChampionsGate Property Owners' Association, Inc., filed on June 20, 2001, and filed with the Secretary of State as document number NO1000004331, and in accordance with Article VII(c) and (j) of the Bylaws of the Association, has taken action to implement the action taken by the members of the Association in amending the Declaration; and

WHEREAS, it is necessary for the continued vitality, viability, and operation of the entire project that the Board of Directors be given the authority to promulgate and issue rules and regulations regarding the hours of operation of businesses within ChampionsGate Village and any encumbered property by the Declaration.

NOW, THEREFORE, the Association and the Declarant hereby amend the Declaration as follows:

1. ARTICLE XV is created to read as follows:

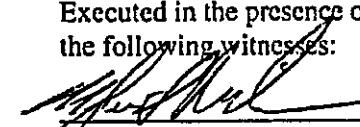
ARTICLE XV
OPERATION OF BUSINESS


The Board of Directors of the Association is given the power and authority to promulgate and issue rules and regulations to any and all businesses of any Owner within ChampionsGate Village and any property encumbered by the Declaration from time to time establishing minimum hours of operation of such businesses, including but not limited to the express power

and authority to require that a business be operated for any number of hours in a day and setting forth the number of days of such operation during the week, month, and/or year. The Board of Directors may delegate this power and authority to the MDRC.

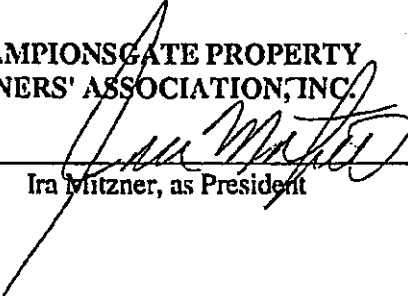
2. As amended by this Second Amendment to Declaration, the Declaration is hereby ratified and confirmed as a valid and existing Declaration of Covenants, Conditions and Restrictions.


Executed in the presence of the following witnesses:






CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC.

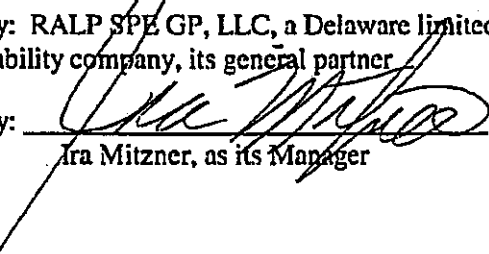
By: 
Ira Mitzner, as President





RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership

By: RALP SPE GP, LLC, a Delaware limited liability company, its general partner

By: 
Ira Mitzner, as its Manager

ACKNOWLEDGEMENTS

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by IRA MITZNER, as President of CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or has produced _____ as identification.



Lynette K. Artis
Notary Public Signature
Printed Name: Lynette K. ARTIS
My Commission Expires: 6/11/2007

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by IRA MITZNER, as President of RALP SPE GP LLC, General Partner of RIDA ASSOCIATES LIMITED PARTNERSHIP. He is personally known to me or has produced _____ as identification.



Lynette K. Artis
Notary Public Signature
Printed Name: Lynette K. ARTIS
My Commission Expires: 6/11/2007

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

Peter Luis Lopez, Esquire
Lowndes, Drosdick, Dostie, Kantor & Reed, P.A.
450 South Orange Avenue, Suite 800
Orlando, Florida 32801

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

6P

EL 2002152693 OR 2109/839
DLB Date 09/12/2002 Time 10:29:20

**FIRST SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CHAMPIONSGATE**

THIS FIRST SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE (herein the "Supplemental Declaration"), is made and entered into this 21st day of August, 2002, by RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Conditions, Covenants and Restrictions for ChampionsGate recorded on March 22, 1999, in Official Records Book 1851, Page 1611, as amended pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Championsgate recorded on February 15, 2002, in Official Records Book 2003, Page 2030, both of the Public Records of Osceola County, Florida (together hereinafter referred to as the "Declaration") covering certain real property located in Osceola County, Florida (the "Property", as defined in the Declaration); and

WHEREAS, pursuant to Section 2A of the Declaration, the Declarant, in its sole discretion, may at any time commit additional property in either Osceola County or Polk County, Florida owned or leased by Declarant to the scheme of the Declaration by filing of record a Supplement which need only be executed by the Declarant and does not require the execution or consent of the Association (as defined in the Declaration) or its Members (as defined in the Declaration); and

WHEREAS, Declarant is the owner of certain real property located in Osceola County, Florida, adjacent to or in the vicinity of the Property, which real property is more particularly described and set forth on Exhibit "A" attached hereto and by this reference incorporated herein (the "Additional Property"); and

WHEREAS, Declarant desires to extend the scheme and operative effect of the Declaration, as the same may be amended from time to time as provided in the Declaration, to the Additional Property.

NOW THEREFORE, in consideration of the foregoing premises Declarant does hereby amend the Declaration and extend the scheme of the Declaration as follows:

017404/79869/577119

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

2. Declarant does hereby extend the scheme and operative effect of the Declaration, as the same may be amended from time to time as provided in the Declaration, to the Additional Property. Accordingly, Declarant hereby declares that the Additional Property shall hereby become a part of the Property and shall be held, sold and conveyed subject to the terms and conditions and the benefits and burdens of the Declaration, as amended from time to time, as though said terms and conditions were fully set forth herein and specifically stated herein, each and every one of said terms and conditions being incorporated herein by reference to said Declaration. This Supplemental Declaration and all of the terms and conditions of the Declaration, as amended from time to time, shall run with title to said Property and shall be binding on all parties having any right, title or interest in the Property (including the Additional Property) or any part thereof, their heirs, successors and assigns and shall inure to the benefit or each owner thereof.

3. The terms and conditions of the Declaration, as amended, including, without limitation, by this Supplemental Declaration, are hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of the following witnesses:

"DECLARANT":

**RID ASSOCIATES LIMITED
PARTNERSHIP**, a Delaware limited partnership

BY: Rida-OP, Inc., a Florida corporation,
its general partner

By: [Signature]
Ira Mitzner, President

[Signature]
Signature of Witness
[Printed Name]
Printed Name of Witness

[Signature]
Signature of Witness
[Printed Name]
Printed Name of Witness

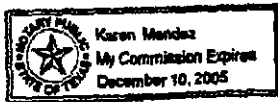
Address: 4669 Southwest Freeway, Suite 700
Houston, Texas 77027

(CORPORATE SEAL)

STATE OF Texas
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 27th day of August, 2002, by Ira Mitzner, as President of Rida-OP, Inc., a Florida corporation, general partner of **RIDA ASSOCIATES LIMITED PARTNERSHIP**, a Delaware limited partnership, on behalf of the corporation and limited partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



Karen Mendez
Notary Public Signature
Karen Mendez
(Name typed, printed or stamped)
Notary Public, State of Texas
Commission No.: _____
My Commission Expires: 12/10/05

JOINDER AND CONSENT TO SUPPLEMENTAL DECLARATION

THE UNDERSIGNED HEREBY CERTIFIES that it is the owner and holder of a mortgage, lien or other encumbrance upon the Property and the Additional Property (as defined and described in the Supplemental Declaration to which this Joinder and Consent is attached), consisting of: (i) that certain Mortgage and Security Agreement given by RIDA ASSOCIATES LIMITED PARTNERSHIP to and in favor of COLONIAL BANK, dated October 29, 1997, and recorded on November 10, 1997, in Official Records Book 1448, Page 1622, Public Records of Osceola County, Florida, as modified by that certain Spreader and Mortgage Modification Agreement dated June 24, 1998, and recorded on June 26, 1998, in Official Records Book 1510, Page 298, Public Records of Osceola County, Florida, as further modified by that certain Mortgage Modification, Release and Spreader Agreement dated April 28, 1999, in Official Records Book 1611, Page 9, Public Records of Osceola County, Florida, as further modified by that certain Note and Mortgage Modification Agreement dated December 3, 1999, and recorded on December 16, 1999, in Official Records Book 1684, Page 675, Public Records of Osceola County, Florida, as further modified by that certain Notice of Future Advance, Mortgage Modification and Spreader Agreement dated December 29, 1999, and recorded on January 4, 2000, in Official Records Book 1688, Page 2597, Public Records of Osceola County, Florida, and in Official Records Book 4388, Page 126, Public Records of Polk County, Florida, as further modified by that certain Notice of Future Advance, Mortgage Modification Agreement dated September 19, 2000, and recorded on September 26, 2000, in Official Records Book 1786, Page 1733, Public Records of Osceola County, Florida and in Official Records Book 4549, Page 871, Public Records of Polk County, Florida, as further modified by that certain Notice of Future Advance, Mortgage Modification and Spreader Agreement dated February 25, 2002, and recorded on March 6, 2002, in Official Records Book 2012, Page 1782, Public Records of Osceola County, Florida and in Official Records Book 4955, Page 1228, Public Records of Polk County, Florida, as partially released pursuant to that certain Partial Release of Mortgage dated recorded on September 20, 2000, in Official Records Book 1784, Page 250, Public Records of Osceola County, Florida, as further partially released pursuant to that certain Partial Release of Mortgage recorded on March 22, 2001, in Official Records Book 1851, Page 1607, Public Records of Osceola County, Florida, as further partially released pursuant to that certain Partial Release of Mortgage recorded on February 15, 2002, in Official Records Book 2003, Page 2034, Public Records of Osceola County, Florida, as further partially released pursuant to that certain Partial Release of Mortgage recorded in Official Records Book 2037, Page 820, Public Records of Osceola County, Florida, and as further partially released pursuant to that certain Partial Release of Mortgage recorded in Official Records Book 2071, Page 2769, Public Records of Osceola County, Florida; (ii) that certain Leasehold Mortgage and Security Agreement given by RIDA ASSOCIATES LIMITED PARTNERSHIP to and in favor of COLONIAL BANK, dated February 7, 2001, and recorded on February 8, 2001, in Official Records Book 1834, Page 2867, Public Records of Osceola County, Florida; and (iii) that certain Mortgage and Security Agreement given by RIDA ASSOCIATES LIMITED PARTNERSHIP to and in favor of COLONIAL BANK, dated September 19, 2000, and recorded on September 20, 2000, in Official Records Book 1784, Page 258, as partially released by that certain Partial Release of Mortgage

recorded on November 2, 2001, in Official Records Book 1952, Page 2635, both of the Public Records of Osceola County, Florida, as said instruments may be amended from time to time, and that the undersigned hereby joins in and consents to and agrees that its mortgage, lien or other encumbrance, shall be subordinated to the Declaration (as defined and described in the Supplemental Declaration to which this Joinder and Consent is attached), as amended, including, without limitation, by the Supplemental Declaration to which this Joinder and Consent is attached.

Signed, sealed and delivered in the presence of:

COLONIAL BANK

[Signature]
Name: Robert B. White Jr

By: [Signature]
Name: H.E. Davis
Title: President

[Signature]
Name: Janyce M. Fortier

{SEAL}

STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY that the foregoing instrument has been acknowledged before me this 9th day of August, 2002 by H.E. DAVIS, President of COLONIAL BANK. He/She is personally known to me and did (did not) take an oath.

[Signature]
Name Printed: Janyce M. Fortier
Commission Number: _____
My Commission Expires: _____



CL 2002152693

OR 2109/844

EXHIBIT "A"
Additional Property

Parcels 1B, 1C, 2B, 3B and 3C, CHAMPIONSGATE GOLF COURSE SOUTH, according to the Plat thereof as recorded in Plat Book 12, Pages 48-53, Public Records of Osceola County, Florida.

TOGETHER WITH:

Parcels 9A and 10, CHAMPIONSGATE VILLAGE, according to the Plat thereof recorded in Plat Book 12, Page 39, Public Records of Osceola County, Florida.

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**THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:**

LARRY WHALEY 4P
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT

William A. Beckett, Esq.
Lowndes, Drosdick, Doster, Kantor
& Reed, Professional Association
215 North Eola Drive
Post Office Box 2809
Orlando, Florida 32802-2809
Telephone: (407) 843-4600

CL 2002027971 OR 2003/2030
PAL Date 02/15/2002 Time 09:10:13

RETURN TO: 4308
First American Title Ins. Co.
25400 US 19 N, Suite 135
Clearwater, FL 33763

cc/NT

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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CHAMPIONSGATE**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE** (this "Amendment") is
made this 30 day of January, 2002 by RIDA ASSOCIATES LIMITED
PARTNERSHIP, a Delaware limited partnership (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants,
Conditions and Restrictions for ChampionsGate dated March 20, 2001 and recorded on March
22, 2001 in Official Records Book 1851, at Page 1611, of the Public Records of Osceola County,
Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration encumbers and is applicable to certain property located in
Osceola County, Florida as further described therein (hereinafter referred to as the "Property");
and

WHEREAS, Article XI of the Declaration provides that until such time as 95% of the
Property (on an acreage basis) from time to time included within the Project is sold, transferred,
or conveyed by Declarant to third parties, the Declarant, may, from time to time, in its reasonable
discretion, and without requiring the joinder of any Owner or other parties, amend the
Declaration by written instrument duly executed by the Declarant and recorded among the Public
Records of Osceola County; provided, however, that no such amendment shall (i) adversely
affect the substantive rights of any Owner; (ii) impose additional costs or assessments upon any
Owner; (iii) cause any Improvements approved by the Declarant, the MDRC or the Association
or constructed upon the Property prior to the effective date of such change, amendment or
modification to be in violation of Declaration, as so amended, or (iv) change any of the
provisions of Section 14 of Article III of the Declaration relating to those portions of the Property
located within the boundaries of the CDD; and

WHEREAS, less than 95% of the Property included within the Project has been
transferred by Declarant to third parties, and this Amendment does not (i) adversely affect the
substantive rights of any Owner; (ii) impose additional costs or assessments upon any Owner;

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(iii) cause any Improvements approved by the Declarant, the MDRC or the Association or constructed upon the Property prior to the effective date of such change, amendment or modification to be in violation of the Declaration, as so amended, or (iv) change any of the provisions of Section 14 of Article III of the Declaration relating to those portions of the Property located within the boundaries of the CDD; and

WHEREAS, it was intended that the Property initially encumbered by the Declaration be the same real property included within the boundaries of the CDD; and

WHEREAS, the legal description of the real property included within the CDD has been amended by Osceola County Ordinance 01-37, which is the same property described on the attached Exhibit "A" (the "Amended CDD Boundaries"); and

WHEREAS, the Declarant now wishes to amend the Declaration to change the legal description of the Property encumbered by the Declaration to match the legal description of the Amended CDD Boundaries as set forth herein; and

WHEREAS, Declarant wishes to further clarify that its state of organization at this time, and at the time of execution and recording of the Declaration, was and is Delaware, rather than Florida;

NOW, THEREFORE, the Declarant hereby declares that the Declaration is amended as follows:

1. The above recitals are true and correct and are hereby incorporated by reference. In the event of any conflict between the terms of the Declaration and the terms of this Amendment, the terms of this Amendment shall control.
2. Except as may be expressly stated otherwise herein, capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Declaration.
3. The Declaration is hereby amended by deleting Exhibit "A" as it was attached to the Declaration and replacing said Exhibit with the revised legal description attached hereto as Exhibit "A". Said replacement Exhibit "A" shall take the place of the original Declaration Exhibit "A" for all intents and purposes as the context of the Declaration may require.
4. Except as modified herein, the Declaration shall in all other respects remain in full force and effect.

[Signatures and acknowledgement appear on next page]

IN WITNESS WHEREOF, RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, has caused these presents to be executed in manner and form sufficient to be binding this 30th day of January, 2002.

RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership,

By: RIDA-OP, INC., a Florida corporation, its general partner

WITNESSES:

[Signature]

Print Names: Peter L. Lopez

[Signature]

Print Name Christine L. Krause

By: [Signature]

Print Name: IRA HITZNER

Title: President

"DECLARANT"

STATE OF FLORIDA
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 30th day of January, 2002 by Ira Hitzner, as President of RIDA-OP, INC., a Florida corporation, as general partner of RIDA ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership, on behalf of the corporation and limited partnership. He is personally known to me or has produced _____ as identification.

[Signature]

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____



Peter L. Lopez
MY COMMISSION # CC857422 EXPIRES
November 19, 2003
BONDED THROUGH FARM INSURANCE, INC.

EXHIBIT A

All of CHAMPIONSGATE VILLAGE, according to the Plat thereof recorded in Plat Book 12, Page 39, Public Records of Osceola County, Florida, including any portions thereof that may be replatted from time to time, including the portions thereof replatted as CHAMPIONSGATE VILLAGE PHASE 1, according to the Plat thereof recorded in Plat Book 12, Page 80, Public Records of Osceola County, Florida, and CHAMPIONSGATE VILLAGE PHASE 2, according to the Plat thereof recorded in Plat Book 13, Page 127, Public Records of Osceola County, Florida.

LESS:

Parcel 9A, Parcel 10 and Tract "H," CHAMPIONSGATE VILLAGE, according to the Plat thereof recorded in Plat Book 12, Page 39, Public Records of Osceola County, Florida.

TOGETHER WITH:

Parcel 1A, Parcel 2A and Parcel 3A, CHAMPIONSGATE GOLF COURSE SOUTH, according to the Plat thereof as recorded in Plat Book 12, Page 48.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHAMPIONSGATE

LARRY WHALEY
OSCEOLA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT 577
CL 2001040307 OR 1851/1611
BIM Date 03/22/2001 Time 11:10:32

**THIS DOCUMENT PREPARED BY
~~AND SHOULD BE RETURNED TO:~~**

**William A. Beckett, Esquire
Lowndes, Drosdick, Doster, Kantor
& Reed, Professional Association
Post Office Box 2809
Orlando, Florida 32802-2809**

Return to:
Igal Knobler, P.A.
300 Garfield Ave.
Suite B
Winter Park, FL 32789

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03/19/01

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CHAMPIONSGATE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
made this ____ day of March, 2001, by RIDA ASSOCIATES LIMITED PARTNERSHIP, a
Florida limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the record owner of certain real property located in Osceola
County, Florida and Polk County, Florida which is more particularly described on Exhibit "A"
attached hereto and by this reference made a part hereof (hereinafter sometimes referred to as the
"Initial Property"); and

WHEREAS, this Declaration may apply in the future to both the Initial Property and
"Additional Property", as such term is hereinafter defined, and all references herein to the
Property shall refer to both the Initial Property and the Additional Property, if any; and

WHEREAS, Declarant intends to use and develop the Property as a mixed use
resort/commercial oriented project, including, without limitation, a golf course(s) and a
resort/time-share development (hereinafter sometimes referred to as "ChampionsGate" or the
"Project"); and

WHEREAS, the Project is intended to create a high quality community environment for
visitors and residents, including hotels, resort villas, time-share residential communities,
commercial properties and rental apartments offering various uses and natural amenities; and

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WHEREAS, Declarant has established the Championsgate Community Development District ("CDD") for financing and developing and maintaining master infrastructure for the Project, which CDD shall have primary responsibility for maintenance of common areas within the CDD portion of the Project; and

WHEREAS, Declarant has also established the ChampionsGate Property Owners' Association, Inc. ("Association"), which Association shall have the power to levy assessments on property outside the CDD portion of the Project and shall be responsible for maintenance of common areas outside the CDD portion of the Project, and which, only upon the terms provided and under the circumstances described in Article III, Section 14 hereinbelow, shall also have the power to levy assessments on property within the CDD portion of the Project and to provide for the maintenance of common areas within the CDD portion of the Project; and

WHEREAS, Declarant desires that all of ChampionsGate be subjected to certain restrictive covenants for the mutual benefit and protection of Declarant and all persons, corporations, partnerships or entities who may hereafter purchase or lease property within ChampionsGate;

NOW THEREFORE, Declarant does hereby impose upon the Property those covenants, conditions, restrictions, reservations, assessments, and easements hereinafter set forth which shall be binding upon and enforceable against each and every person, corporation, partnership or other entity who or which shall hereafter own all or any portion of ChampionsGate or any right, title, interest or estate therein.

ARTICLE I.
GENERAL

Section 1. Definitions. The following words, and terms, when used in this Declaration, unless the context shall prohibit, shall have the following meaning:

A. "Association" shall mean and refer to ChampionsGate Property Owners' Association, Inc., a Florida corporation, not for profit, its successors and assigns.

B. "Common Areas" shall mean and refer to all personal, real and intangible property, or interests therein, located within or in the immediate vicinity of ChampionsGate whether located on commonly held or privately held Property owned by the Association or the CDD, maintained by the Association or the CDD, or in which the Association or the CDD otherwise has an interest, or which is dedicated or devoted to or is otherwise available for the common use, enjoyment or benefit of the Members of the Association. The Common Areas shall also include, without limitation, the Master Stormwater System constructed pursuant to the CDD and the roadways within Championsgate to the extent such roadways are not dedicated to the public. Provided however, notwithstanding anything to the contrary contained herein, no limitations placed upon the right of the Association or the CDD to transfer, abandon, release or in any way encumber the Common Areas, or any other limitations upon the management and operation of the Common Areas as set forth herein shall be applicable to said roadways.

C. "Common Expenses" shall mean and refer to the costs of maintaining, operating, administering and carrying out the purposes, functions and duties of the Association as established herein and in the Articles of Incorporation and Bylaws of the Association.

including, but not limited to, payment of any Annual, Special or Improvement Assessments, as hereinafter defined.

D. "CDD" shall mean the ChampionsGate Community Development District formed by the Declarant for purposes that may include, but not be limited to, financing, developing and maintaining master infrastructure for or related to ChampionsGate, which CDD shall be responsible for maintenance of all or a portion of the Common Areas.

E. "Declarant" shall mean and refer to RIDA ASSOCIATES LIMITED PARTNERSHIP ("Rida") and its designated successors and assigns and shall include any person or entity to whom Declarant may expressly assign, convey or transfer all of its rights, privileges, duties and obligations as Declarant hereunder. All of the Declarant's privileges and duties shall cease and expire simultaneously with the termination of the Declarant's Class "B" Membership in the Association, as specified in Article II, Section 2 hereof, except that the Declarant shall retain all of its easement rights hereunder. Such termination shall not affect any of Declarant's rights as an Owner hereunder to the extent that Declarant is the owner of any of the Property or any leasehold or similar interests therein.

F. "Golf Course" shall refer to the ChampionsGate Golf Course and, for purposes of assessments and voting rights contemplated and described herein, all of that land within the Property or additional property that is annexed pursuant to Section 2 below, that is owned, leased, or subleased by the person, persons, or entities constituting the Owner of the Golf Course, as herein defined, and comprising the ChampionsGate Golf Course, its clubhouse, teaching facilities, practice areas and maintenance facilities, parking areas and any additional

areas and facilities devoted to the operation, use and maintenance of the course, which may actually constitute one or more courses and appurtenant facilities.

G. "Improvements" shall mean and include any and all buildings, outbuildings, structures, utilities, parking or loading areas, roadways, driveways, walkways, storage areas, fences, walls, hedges, landscaping, poles, ponds, lakes, signs, lighting fixtures and all other structures and facilities of any kind or nature constructed or located on any site and any replacements, additions, modifications or alterations thereto.

H. "Lease" or "lease" as used herein shall also be deemed to mean and include any sublease entered into by Declarant as Lessor and any other party.

I. "Master Stormwater System" shall mean and refer to that stormwater system constructed by Declarant, the CDD and/or the Association to serve the Project, as it may be modified from time to time by Declarant, the CDD or the Association, which stormwater system shall be deemed to be part of the Common Areas hereunder. The Master Stormwater System shall not include any Special Common Areas or facilities therein, although such Special Common Areas and any appurtenant facilities shall require the approval of the Association.

J. "MDRC" shall mean the Master Design Review Committee appointed in accordance with Article VI, Section 13 hereof, and the duties of which are set forth in said Section 13.

K. "Member" shall mean and refer to any Owner who is a member of the Association.

L. "Open Areas" shall mean those portions of the Property upon which no Improvements are permitted or constructed, but not including any portions of the Golf Course.

M. "Owner" shall mean the record owner of the fee simple title to a Site within the Property; or, if the record owner of the fee simple title to a Site within the Property has entered into, granted or conveyed an easement, leasehold interest, subleasehold interest, or similar interest in any Site within the Property, and such interest expressly includes the transfer of rights and responsibilities of an Owner hereunder (i.e. obligations for maintenance costs, assessments and similar obligations), then "Owner" shall instead mean the owner or holder of such easement, leasehold interest, subleasehold interest or similar interest, unless the terms of the easement, lease, sublease, or similar applicable instrument expressly provide to the contrary. All other restrictions and covenants applicable to "Owners" herein, including but not limited to those set forth in Articles IV, V and VI shall be fully applicable to the owner and holder of any such interest. Notwithstanding the foregoing, there shall be only one "Owner" at any given time for each Site within the Property for purposes of assessments and voting rights.

N. "Property" shall mean and refer to the real property, including any improvements thereon, described on Exhibit "A" and such additional property as may be brought within the jurisdiction of the Association by Declarant as hereinafter provided. All of the Property and any right, title or interest therein shall be owned, held, leased, sold and/or conveyed by Declarant and any subsequent Owner of all or any part thereof, subject to this Declaration and the covenants, restrictions, charges and liens set forth herein.

O. "Regulations" shall mean all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any

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governmental authority having jurisdiction over the Property or any Improvements constructed or located therein.

P. "Signs" shall mean all names, insignia, trademarks, logos and descriptive words or material of any kind affixed, inscribed, erected or maintained upon the Property or upon any Improvement located thereon.

Q. "Site" shall mean each separate lot, tract or parcel of real property within the Property other than Common Areas, Special Common Areas, and Open Areas which is initially sold, leased or conveyed by Declarant or its designated successor (or the current Owner of any portion of the Property as it may now exist or later have additional property added thereto) as such Site is described in the initial instrument of lease or conveyance by Declarant (or such other party). The Golf Course shall also be considered a "Site" for all purposes of this Declaration, while recognizing the different formulas for assessments as set forth in Article III.

R. "Special Common Areas" shall mean and refer to all personal, real and intangible property, or interests therein, located within or in the immediate vicinity of ChampionsGate located on property to which title is held by the Association or a third party, including but not limited to, property owned by any governmental entity or agency, whereby the Association or CDD may be responsible for the costs of maintenance, repair or refurbishment so long as the need for such maintenance, repair or refurbishment with respect to such Special Common Areas shall be for the reasonable benefit of the Association and/or some, but not all of its members. A Special Common Area may, for example, constitute a tract of land serving as a joint retention pond for two or more Members of the Association, providing benefits accordingly

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for such specific Members with assessments to be paid by such specific Members, without similar benefits for (or assessments paid by) other Members of the Association.

Section 2. Additions to Property Subject to Declaration.

Additions to the Property subject to this Declaration (the "Additional Property") may be made in the following manner:

A. The Declarant, in its sole discretion, may at any time commit additional property in either Osceola County or Polk County, Florida owned or leased by Declarant to the scheme of this Declaration by filing of record a Supplement which need only be executed by the Declarant and does not require the execution or consent of the Association or its Members.

B. The Declarant may also commit additional property owned by another party, including but not limited to the City of Kissimmee, Florida (the "City"), to the scheme of this Declaration by filing of record a Supplement which need only be executed by the Declarant and the owner of the additional property to be brought under the terms hereof, and does not require the execution or consent of the Association or any other Members whatsoever.

C. Such Supplementary Declaration as contemplated in Paragraph (A) or Paragraph (B) above may contain covenants and restrictions to which the properties described therein shall be subject. Such Supplementary Declaration may contain additions, deletions and modifications with respect to the property covered thereby from those set forth in this Declaration as may be necessary to reflect the different character of the properties so added. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by previously filed Supplementary Declarations for any other portion of the Property

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nor shall such Supplementary Declaration in any way change the provisions hereof with respect to the Property unless such change is in compliance with the amendment provisions of Article XI hereof. The Property and Additional Property contemplated hereunder may include lands located in both Osceola and Polk Counties and any Supplemental Declaration shall be recorded in the Public Records of both counties.

D. Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration, or any Supplementary Declaration, pertaining to the Property except as hereinafter provided.

Section 3. Property Owners' Association. The Declarant, for the purpose of the efficient preservation of the values and Common Areas of ChampionsGate, has created the Association. In accordance with Article III, Section 14 hereinbelow, and to the extent not maintained and administered by the CDD, the Association may be responsible for, and is hereby delegated and assigned the power of maintaining and administering the Common Areas and Special Common Areas, if any, as well as administering and enforcing this Declaration, and collecting and disbursing the assessments and charges hereinafter created. Said power of the

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Association shall extend to all portions of the Property, whether within or without the CDD portion of the Property, in accordance with Article III, Section 14 hereinbelow.

ARTICLE II.
MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE ASSOCIATION

Section 1. **Membership.** Each and every person, persons or legal entity who is the Owner of any Site, including the Golf Course, in the Property shall automatically be a Member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Site which is subject to assessment. Acreage included within the Common Areas, Special Common Areas and Open Areas shall not be included for purposes of this Article. If the ownership of a Site is vested in other than a single person, then the Owner shall designate a Voting Member to act on its behalf in connection with all Association balloting and other similar activities. The Voting Member shall be designated in writing by the persons or entity owning the applicable Site. The designation shall be witnessed and acknowledged before a notary public and delivered to the Association. Prior to the receipt of the written designation of the Voting Member, the Association shall have no obligation to recognize the right of any person to act on behalf of such Owner. The designation of Voting Member shall be executed in accordance with the terms hereof. The Voting Member may be changed, from time to time, by the Owner's re-execution and delivery of an additional Voting Member designation executed in accordance with the provisions hereof. There shall be no more than one Voting Member at a time for any Site.

Section 2. **Classes of Voting Members.** The Association shall have three classes of

voting Memberships:
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Class A. Class A Members shall be all those Members described in Section 1 of this Article II with the exception of the Declarant and the Owner(s) of the Golf Course. Class A Members shall be entitled to one vote for each acre of Property owned or leased by each Member. The vote with respect to a portion of an acre shall be rounded up or down to the nearest acre. When two or more persons or entities hold undivided interests in any part of the Property, all such persons or entities shall be Class A Members, and the vote for such part of the Property shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each acre of the Property in which such Members own undivided interests, and there shall be no more than one Voting Member per Site. Notwithstanding anything to the contrary contained herein, the Declarant as the Class B Member shall exercise voting rights as set forth below with respect to any portions of the City Property that may be owned by City and leased to Declarant from time to time and subsequently made subject to this Declaration pursuant to Article I, Section 2 hereof.

Class B. The Class B Member shall be the Declarant or any specifically designated successors or assigns. The Class B Member shall be entitled to nineteen (19) votes for each acre of the Property owned or leased by Declarant. Class B Membership of the Association shall cease to exist at such time as the number of votes held by members other than Declarant in Class A and Class C is equal to the number of votes of the Class B Membership. At such time, Declarant shall become a Class A Member of the Association for all purposes thereof, except where otherwise provided in this Declaration and shall be entitled to one vote for each acre of the Property owned, leased or controlled

by Declarant. Declarant shall also have the right at any time and in its sole discretion to elect to terminate Class B Membership and convert it to Class A Membership.

Class C. The Class C Member shall be the person, persons or legal entity owning or leasing the Golf Course. The Class C Member shall be entitled to one vote for each twenty acres of Property owned or leased by the Class C Member. The vote with respect to a portion of the Golf Course shall be rounded up or down to the nearest twenty acres. When two or more persons or entities hold undivided interests in any part of the Golf Course, all such persons or entities shall be Class C Members, and the vote for such part of the Golf Course shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each twenty (20) acres of the Golf Course in which such Members own undivided interests and there shall be no more than one Voting Member per Golf Course.

Declarant's Veto Power. Whether or not the Class B Membership exists, as long as the Declarant owns or leases any of the Property subject to this Declaration up to a maximum period of fifteen (15) years from the date hereof, it shall separately have the right to veto any proposal set to a vote before the Association (i.e. veto power). Declarant's veto power shall be separate and distinct from its right to vote as provided hereunder.

Section 3. Assignment of Voting Rights. Voting rights may not be assigned, in whole or in part, as such rights related to a particular tract or parcel of the Property except that voting rights may be assigned: (i) to Declarant with respect to the City Property as more specifically set forth in Section 2 above, (ii) to a holder of an easement or a lessee holding a

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ground lease on a particular tract of land, provided that the primary term of said easement or ground lease is for a period of not less than twenty-five (25) years, and such voting rights shall revert to the Owner of the particular Site upon termination of said easement or ground lease, and (iii) to a mortgagee of a Site, provided that such assignment shall not become effective until an officer or other authorized representative of such mortgagee shall notify the Association, by written affidavit, that a default has been committed by the mortgagor of the applicable Site. The Association shall be conclusively authorized to rely upon any such affidavit received by it from a mortgagee. The terms of this Section 3 shall not act to prohibit the entitlement to and exercise of voting rights by Declarant with respect to any portions of the Property leased by Declarant or as otherwise set forth herein.

Section 4. Control of the Association; Calculation of Acreage and Voting Rights.

Except as hereinafter specified, control of the Association and all of its rights, powers and duties set forth herein and in the Articles of Incorporation and By-Laws of the Association shall be vested in the Board of Directors of the Association, which shall act in accordance with the votes of a majority of the members of the Board; subject, however, to the veto power of the Declarant provided in Section 2 of this Article. The members of the Board shall be elected by the vote of a majority of the Members (Classes A, B and C combined) of the Association, from time to time, in accordance with the procedures and for the terms established in the Articles of Incorporation and By-Laws of the Association. Notwithstanding anything to the contrary contained herein, all calculations of acreage for purposes of voting rights shall exclude any portions of the Property comprising jurisdictional wetlands that are subject to conservation easements or otherwise restricted from any form of development.

ARTICLE III.
ASSESSMENTS AND ASSESSMENT LIENS

Section 1. **Covenants for Assessments.** The Declarant hereby covenants, and the Owner of the Golf Course, each Owner of any Site within the portion of the Property not included in the CDD, and, solely upon the terms provided and only under the circumstances described in Article III, Section 14 herein, each Owner of a Site within the CDD portion of the Property, by acceptance of a deed, lease or sublease with Declarant therefor, whether or not it shall be so expressed in any such instrument or other conveyance, shall be deemed to covenant to pay to the Association any: (a) Annual Assessments or charges (as specified in Article III, Section 3 hereof); (b) Special Assessments (as specified in Article III, Section 4 hereof); and (c) Improvement Assessments (as specified in Article III, Section 5 hereof), all of such assessments which may be fixed, established and collected from time to time as hereinafter provided. Notwithstanding anything to the contrary contained herein, the Association shall have the right, but not the obligation, to impose assessments pursuant to this Article III, and in the event such assessments are imposed, they may be applicable to all or less than all of the Property not included in the CDD, and to all or less than all of the property within the CDD pursuant to Article III, Section 14 hereinbelow.

Section 2. **Purpose of the Assessments.** The assessments levied by the Association shall be used exclusively to promote the common use, enjoyment and benefit of the Members of the Association; to provide for the beautification, maintenance, security, street lighting and preservation of the Property for the benefit of the Members of the Association, and the Common Areas and Special Common Areas, if any; and for carrying out the purposes of the Association as stated in the Articles of Incorporation, including without limitation, the care, maintenance, repair

and replacement of all Common Areas and Special Common Areas, if any; and the paving, drainage, landscaping of improvements located thereon or associated therewith, including the entranceways and approaches to the Property, whether on or off the Property, and all drainage and utility facilities and structures or public Improvements located thereon. To the extent such purposes, facilities and improvements are performed, owned and/or maintained by the CDD within Osceola County, the Association shall not levy assessments therefor on the CDD portion of the Property in Osceola County, but may levy assessments upon the Polk County property or Additional Property outside the CDD boundaries for the same purposes, facilities and improvements. In the event of such assessments against property outside the CDD boundaries, the Association shall have the right to perform such functions itself outside the CDD or to pay over such collected assessments to the CDD to pay for purposes, facilities and improvements performed, owned, and/or maintained by the CDD that may also have some benefit to properties outside the CDD. The Association may employ and or contract with entities affiliated with the Declarant to perform services and/or obligations of the Association, so long as the Association shall pay such entities reasonable and competitive amounts for the actual services rendered.

Section 3. Annual Assessment. Except as to the Owner of the Golf Course, the actual and reasonable cost of such care, maintenance, repair and replacement, together with reasonable costs associated with the administration of such care, maintenance and repair, as described in Article III, Section 2, above, shall be allocated between each Owner of a Site within the Property (to the extent such Site is not exempt under Section 14 below) based upon the methodology for allocating assessments under the ChampionsGate Community Development District Ordinance, as approved by the CDD on March 1, 2001, which methodology is attached

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hereto as Exhibit "B" and made a part hereof (the "2001 Assessment Methodology"). In the event the 2001 Assessment Methodology under such Ordinance is further amended or revised, the Board of Directors of the Association shall determine, in its sole and absolute discretion, whether to continue allocating Annual Assessments based on the 2001 Assessment Methodology or to revise the methodology for allocating Annual Assessments to match the new methodology under the amended Ordinance. In addition, in the event a particular land use/product type is not included on Exhibit "B" and is subsequently approved for the applicable Property, or if total land use/product type quantities within the applicable Property change subsequent to the date of this Declaration, whether due to annexation of Additional Property or otherwise, in any such event, the Board of Directors of the Association shall have the right to add any such land use/product type and/or make appropriate revisions and adjustments to the methodology and/or allocations to account for such change on a reasonable and good faith basis bearing an approximate relationship to the 2001 Assessment Methodology while taking into account the applicable change. Should such Annual Assessment be insufficient to generate funds to pay the aforementioned costs of care, maintenance and repair, the Annual Assessment may be increased by the Board of Directors of the Association in the amount necessary to pay such costs. Notwithstanding the foregoing, for a period of seven (7) years from the date of recording of this Declaration or for so long as Declarant is in control of the Association (whichever is longer), each year's Annual Assessment shall not be increased by more than six percent (6%) per annum over the amount of the Annual Assessment which was authorized to be established for the prior year without the affirmative vote of a majority of all of the Members (Class A, Class B and Class C combined) of the Association. Such six percent (6%) per annum limit on the increase of each successive year's Annual Assessment shall not apply to those costs and expenses which, by their

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nature, are beyond the reasonable control of the Association (i.e. real estate taxes and insurance). In the event of a vote to increase the Annual Assessment by more than the foregoing six percent (6%) per annum limit, the affirmative vote of any class of Members alone shall not be required, so long as there is an affirmative vote constituting a majority of the total outstanding votes of the Association membership. For example, the foregoing provision is intended to and shall permit the Annual Assessment to be raised in the second year of the assessment by up to six percent (6%) of the first year's Annual Assessment, and in the third year of the assessment by up to six percent (6%) of the maximum permitted amount (as opposed to the actual amount) of the second year's Annual Assessment. During any annual periods during which Declarant shall guarantee to the Association that the level of Annual Assessments shall not exceed a stated amount, with respect to Property owned or leased by the Declarant, the Declarant shall have the option to either (a) fund any deficit in the Annual Assessments but not be liable for property owned or leased by Declarant; or (b) pay Annual Assessments for property owned or leased by Declarant in the same manner and on the same basis as all other Owners.

Section 4. Special Assessments. In addition to the Annual Assessments authorized by Article III, Section 3 hereof, the Board of Directors of the Association may levy and collect in any assessment year or years "Special Assessments" for the purpose of defraying, in whole or in part, the cost of operation of Special Common Areas, the actual costs of any non-elective maintenance, construction, reconstruction, unexpected repair or replacement (defined as construction, reconstruction, repair or replacement necessitated by natural disaster or an Act of God) of any capital improvement within or forming a part of the Common Areas or the Special Common Areas including the necessary fixtures and personal property related thereto, funding

the construction, care, maintenance, repair or replacement of any off-site improvements, funding road improvements outside the Project, or to make up any shortfall arising from the fact that the Annual Assessment is insufficient to pay for the costs contemplated herein, including the costs of care, maintenance and repairs; or for carrying out other purposes of the Association as stated in its Articles of Incorporation. The amount of any such Special Assessments applicable to the Common Areas shall be paid by each Owner in the same proportions as the Annual Assessment described in Article III, Section 3 above, while the amount of Special Assessments applicable to the Special Common Areas may be allocated among Owners in different proportions as set forth under Article I, Section 1(Q). With respect to any improvements or operation of Special Common Areas that are designed and intended to be for the benefit of some, but not all, Sites subject to this Declaration, including the Golf Course, whether owned, leased or subleased by third parties or the Declarant, such capital improvements, to the extent made, shall be constructed or installed at the sole cost and expense of the specific Members of the Association intended to be benefited. The Association's intended benefit shall be stated at the time of creation of the Special Assessment and designation of a Special Common Area, and if no such statement is made, it shall be presumed to be intended to benefit all Sites and assessed to all Sites accordingly. The Board may, at its sole discretion, levy Special Assessments either at such time as it fixes the Annual Assessment or at any other time.

Section 5. Improvement Assessments. In addition to the Annual and Special Assessments, the Board of Directors of the Association may levy and collect Improvement Assessments applicable to all Sites to pay for the construction of elective capital improvements which form a part of the Common Areas and are not necessitated by natural disaster or an Act of

God. Improvement Assessments are intended to be applicable to Common Areas and have a general benefit for the entire Membership of the Association, unlike Special Assessments where it may be expressly stated by the Association at the time of creation of a Special Assessment that it is applicable to a Special Common Area as set forth in Section 4 above. However, a capital improvement to be funded by an Improvement Assessment may nevertheless benefit one or more Sites more than other Sites, and such lack of completely equal benefit shall not preclude the levying and collection from all Sites of an Improvement Assessment for such purpose. Any non-elective capital improvements (defined as those capital improvements necessitated by natural disaster or an act of God) subject to this Declaration shall be funded by Special Assessments as provided in Section 4 hereof. The Board may, at its sole discretion, levy Improvement Assessments either at such time as it fixes the Annual Assessment or at any other time. The methodology for allocating any such Improvement Assessments between the Owners shall be based on the methodology for allocating Annual Assessments between the Owners as provided under Section 3 above, as the same may be amended from time to time.

Section 6. Commencement Date of Annual Assessment. Following adoption of the Annual Assessment by the Association, the first Annual Assessment provided for herein shall commence upon the first sale or sublease of any Site by Declarant following such adoption and shall continue thereafter from year to year.

Section 7. Due Date of Annual Assessments. The first Annual Assessment shall become due and payable at such time as title to a Site is transferred from Declarant or such time as the commencement of the term of any sublease entered into by Declarant. The first Annual Assessment shall be prorated as of the date of closing on the basis of a 365 day year. Annual

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Assessments for each subsequent year shall become due and payable in advance in equal semi-annual installments on February 1st and August 1st of each such year and shall be delinquent if not paid by the 15th of such month. The due date and delinquent date of any Special Assessment or Improvement Assessment shall be fixed in the resolution of the Board of Directors of the Association authorizing such assessment.

Section 8. Liability for Assessments. All assessments (whether Annual, Special or Improvement Assessments) levied pursuant to this Declaration, together with interest, costs and such reasonable attorneys' fees as may be associated with the collection thereof (whether suit be brought or not) shall be a charge and a continuing lien upon the Site with respect to which any such assessment is made or levied. Additionally, each such assessment, together with interest, costs and reasonable attorneys' fees associated with the collection thereof, as aforesaid, shall also be the joint and several personal obligation and liability of each Owner of a Site within the Property from the time such assessment is made or levied. Such personal liability for assessments made or levied pursuant to this Declaration prior to conveyance of a particular Site shall not, by virtue of any such conveyance, pass to such Owner's successor in title, except that the lien of such assessment shall follow the title to the Site from and after the recording of the notice of assessment lien referred to in Article III, Section 9, below.

Section 9. Effect of Nonpayment of Assessments. Any assessment which has not been paid prior to its delinquency date shall bear interest from the due date at the maximum rate of interest allowed by law. Upon the failure of any Owner to pay a required assessment within seven (7) days following written notice of such delinquency from the Association, the Association may record among the Public Records of Osceola County, Florida or Polk County,

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Florida, as the case may be, a notice or assessment lien against the Site against which such assessment is made and the Owner against whom the lien is filed shall pay the cost of preparation and filing of such assessment lien in addition to the amount of the lien, and any attorneys' fees of the Association incurred in connection with the enforcement or collection thereof, with interest on all such sums from the date incurred or due at the highest rate allowed by law until paid in full. At any time after seven (7) days following mailing of the notice of delinquency if the assessment has not been paid in full, the Association may bring an action at law against the Owner personally obligated to pay the same and may foreclose its assessment lien against the Site covered thereby as hereinafter contemplated. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas, or Special Common Areas or abandonment of his/her/its Site.

Section 10. Subordination of Assessment Lien to Mortgages. The lien of the assessments provided for herein shall date from and have priority as of the date of recording a notice thereof as specified in Article III, Section 9, above. The sale, transfer or lease of any such Site shall not affect the validity or viability of an assessment lien; provided, however, that the sale or transfer of any such Site pursuant to proceedings in foreclosure of a bona fide mortgage (or a conveyance in lieu of foreclosure of such mortgage) which was recorded among the Public Records of Osceola County, Florida or Polk County, Florida prior to the recording of any such notice of assessment lien shall extinguish the lien of such assessments which became due prior to such sale or transfer. No such sale or transfer of a Site or other assessed property shall relieve such Site or other assessed property or the Owner thereof from the personal obligation or liability for the payment of any assessments thereafter becoming due or from the lien thereof.

Section 11. Assessment Lien and Foreclosure. All sums assessed in the manner provided in Article III, but unpaid, shall (together with interest and the reasonable costs of collection, including attorneys' fees as hereinafter provided), upon recording of the notice provided for in Article III, Section 9 herein, become a continuing lien and charge on the Site or other assessed property covered by such assessment, which shall bind such property in the hands of the Owner, and his heirs, devisees, personal representatives, successors and assigns. Such lien for payment of assessments shall attach with the priority above set forth and may be enforced by the foreclosure of the defaulting Owner's property by the Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien, and the Association may institute suit against the Owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien. In any foreclosure proceeding, the Owner shall be required to pay all costs, expenses and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

Section 12. Certificate of Assessments Due. The Association shall furnish upon written request a certificate setting forth whether assessments or other amounts due the Association on a particular Site or the Golf Course within the Project have been paid. A properly executed certificate of the Association as to the status of assessments on a particular Site or the Golf Course shall be binding upon the Association as of the date of its issuance.

Section 13. Association Records. The Association shall maintain books of account for all Annual and Special Assessments for Common Expenses and the receipt and disbursement of all funds collected and disbursed on account thereof. Said books of account shall be maintained

by the Association at its offices within ChampionsGate, or at any other place within Orange, Osceola or Polk counties, and shall be available for inspection by Owners or authorized representatives of the Owners during regular business hours.

Section 14. Properties Exempt. All Common Areas and Special Common Areas as defined in Article I hereof, and any Common Areas and Special Common Areas designated on any recorded plat filed by Declarant shall be exempt from the assessments and liens created hereunder. In addition, and notwithstanding anything to the contrary herein, so long as the CDD remains in existence and is lawfully able to and does, in fact, adequately fulfill its obligation to maintain the Common Areas within the CDD to the reasonable satisfaction of the Board of Directors of the Association, which satisfaction may not be withheld in an arbitrary or capricious manner, all portions of the Property included within the boundaries of the CDD are and shall be exempt from the payment of all assessments and liens in favor of the Association created hereunder (including without limitation, the Annual Assessments, Special Assessments and Improvement Assessments) with the exceptions of (i) any assessments and liens imposed pursuant to Article VII of this Declaration related to the failure of an Owner to comply with and abide by the provisions of this Declaration, and (ii) any Special Assessments that are applicable to Special Common Areas designed and intended to be for the benefit of not all, but only certain Sites as contemplated by Article I, Section 1(R) and Section 4 of this Article III. In the event of the termination or dissolution of the CDD in accordance with the provisions of Florida law, or if, in the reasonable discretion of the Board of Directors of the Association the CDD has for any reason failed to fulfill its obligations contemplated hereunder, thereafter, to the extent not provided for by the CDD, the portions of the Property lying within the boundaries of the CDD

may also be subject to liability for assessments in accordance with this Article III based upon the methodology for allocating the Annual Assessment between the applicable Owners pursuant to Section 3 above, as the methodology may be amended from time to time in accordance with said Section 3.

ARTICLE IV.
RESTRICTIONS ON IMPROVEMENTS

Section 1. Generally. No improvement shall be erected, constructed, placed, altered (by addition or deletion), maintained or permitted to remain on any portion of the Property until plans and specifications, in such form and detail as the MDRC (as described below) may deem reasonably necessary, shall have been submitted to and approved in writing by such committee. The MDRC shall have the power to employ professional consultants to assist it in discharging its duties. Except as otherwise specifically set forth herein, the decision of the MDRC shall be final, conclusive and binding upon the applicant.

Section 2. Governmental Regulations. All buildings, structures and other improvements located or constructed within the Property shall comply with all applicable Regulations.

Section 3. Design Review. An MDRC consisting of not less than three (3) and not more than five (5) persons shall be appointed by the Board of Directors of the Association. No construction or exterior alteration of buildings, utilities, signs, pavement, fencing, landscaping and other Improvements may be initiated without the review and prior approval of the plans and specifications for such construction or alteration by the MDRC. The Association may charge the Owner of any Site a reasonable fee to defray the cost of the review of any plans

and specifications submitted for approval by the MDRC. The procedure for submission and the content of such plans shall be in conformity with the planning and design criteria, if any, which may be promulgated and amended from time to time by the MDRC (hereinafter referred to as the "Design Standards"). The following material, as appropriate, shall be submitted to the MDRC for its approval prior to the commencement of any construction on a particular Site:

A. A description of the proposed use or uses of the Site, including all business and other activities and operations to be conducted thereon in sufficient detail as to permit judgment as to whether or not the proposed use is a permitted use under the terms of this Declaration.

B. Preliminary and final architectural plans for all proposed buildings and other improvements proposed to be constructed on the Site.

C. Floor plans, cross sections, and elevations of all sides of any proposed buildings or any other improvements to be constructed on the Site, including proposed external screening.

D. Samples or representative samples of all materials proposed for use on exterior surfaces of all buildings and improvements, including color and textures.

E. An accurate artist's rendering or a scale model of the proposed buildings and improvements depicting the location of adjacent buildings, landscaping, screening, signs and other improvements.

F. Appropriate specifications for all construction to be undertaken on a particular Site.

G. A site plan for traffic engineering, analysis, showing location and design of buildings, driveways, driveway intersections with streets, curbs, parking areas, loading areas, maneuvering areas and sidewalks.

H. A grading, paving and drainage plan and planting or landscaping plan, including the location of all screen walls and fences, for analysis of adequacy of visual screening, erosion control and landscape architectural design, including a plan showing natural grades and natural growth prior to the commencement of any site work or other construction.

I. A site plan showing the location of all utility lines, facilities and easements.

J. Plans for all proposed signs to be erected on the Site, including the proposed location, design, size, color and lighting thereof and therefore.

K. A description of proposed activities and operations to be constructed on the Site in sufficient detail to permit judgment as to the nature and extent of any contemplated noise, odor, glare, vibration, smoke, dust, gas, radiation or liquid waste that may emanate or be released from the Site or any Improvements located thereon.

L. Any other information reasonably required by the MDRC in order to ensure compliance with the covenants, conditions, restrictions and other requirements contained in this Declaration and the Design Standards. The MDRC shall either approve or disapprove any

plans or other materials submitted to it within thirty (30) calendar days from the date of submission. The failure of the MDRC to either approve or disapprove the same within such thirty (30) calendar day period shall be deemed to be just and constitute an approval of said plans or other materials.

Notwithstanding anything to the contrary contained herein, the MDRC shall have the right to approve or disapprove any plans and specifications submitted to the MDRC in the exercise of its full and complete discretion. The MDRC may take into consideration any factors it deems appropriate, including but not limited to consideration of aesthetics as the MDRC deems fit, harmony of external design, and location in relation to surrounding structures and topography. The review shall be made in accordance with the terms of this Declaration, the Design Standards, and the Rules and Regulations of the Board of Directors of the Association, as any of the foregoing may be amended from time to time. The MDRC shall have the power to promulgate from time to time the Design Standards and any amendments thereto at its discretion. The Design Standards may be set forth in writing and made available to all Owners, but shall not be recorded in the public records. The Design Standards may include any and all matters considered appropriate by the MDRC which are not inconsistent with the provisions of this Declaration, including but not limited to, height limitations; setback lines; landscaping standards; stormwater retention; exterior wall specifications; driveway and parking area standards; considerations of access, storage, loading and refuse areas; standards for and/or restrictions against temporary improvements, antennae, utilities, air-conditioning equipment, exterior lighting, signs, buildings, waste disposal, excavation, wells, storage tanks, mailboxes, and storage of materials and equipment; and any other matters deemed appropriate by the MDRC.

All terms and requirements of the Design Standards, as they may be amended from time to time, shall be binding upon each Site within the Property and each Owner thereof, to the full extent as if such terms and requirements were incorporated in this Declaration and made a part hereof.

Nothing herein contained shall be construed so as to require the submission of plans or specifications for the approval by the MDRC of (i) any Improvements (including roadway, parking, drainage and utility facilities) constructed or installed within the Property for which a certificate of occupancy or other appropriate governmental approval was issued to Declarant prior to the date of this Declaration, or (ii) the alteration of the interior of an existing building, or the approval thereof, unless any planned interior alteration will substantially change the primary use of the building, structure or Improvement affected by such alteration.

Section 4. Completion of Construction. After commencement of construction of any Improvements upon a Site, such construction shall be diligently and continuously prosecuted to the end so that Improvements shall not remain in an unfinished condition any longer than is reasonably necessary for completion thereof. The Owner of a Site on which Improvements are being constructed shall at all times during the construction period keep all streets or roads contiguous or adjacent to the Site free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction.

Section 5. Limitation of Liability. Neither the Declarant, the Association, the MDRC nor any of the members of such committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance arising out of or in

connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

Section 6. Variances. Either the Declarant or the MDRC, in their sole discretion and in the exercise of good faith judgment, may authorize variances from compliance with any of the provisions of this Article IV or the Design Standards when it is determined that (i) any deviations, violations or infractions are de minimis, minor or insignificant, or (ii) circumstances such as topography, location within the Project, natural obstructions, hardship, aesthetic or environmental considerations, or other special circumstances or conditions exist which are peculiar to a particular Site such that a literal interpretation or application of such provisions to a particular Site would be inappropriate, inequitable or work or result in a hardship or deny the Owner of such Site specific rights which are generally enjoyed by other Owners; provided however, that such variances shall not result in, represent, be or constitute a significant deviation of derogation from (a) the uniform plan of development for ChampionsGate, (b) the high architectural, ecological, environmental and aesthetic standards otherwise established for ChampionsGate, or (c) the objects and purposes of this Declaration as enumerated in this Declaration. The variance shall be evidenced in writing and signed by either the Declarant or a majority of the members of the MDRC, as the case may be. If a variance is granted, no violation of this Article IV shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Article IV for any purpose except as to the particular Site and particular provisions covered by the variance, nor shall it affect in any way the Applicant's obligation to comply with all governmental laws and regulations affecting the use of the

premises, including, but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority, the Declarant or any others who may have similar jurisdiction. No application for any changes in zoning, land use approvals, amendments to Development Orders or similar matters shall be filed without the prior written consent of the Declarant, and Declarant shall have the right, but not the obligation, to participate in any proceedings related to such proposed changes.

ARTICLE V.
ADDITIONAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. **Buildings and Structures.** The following restrictions shall apply to all buildings and other structures within the Property:

A. Buildings erected on the Property shall include but not be limited to stores, offices, business buildings, commercial enterprises, hotels, apartments, condominiums, residential dwelling units, timeshare resorts, restaurants, bars, theaters, public meeting facilities, recreational uses, golf course facilities and uses similar to the foregoing and such other uses as may be designed to provide infrastructure or public facility support to the foregoing, including roads, streets, sidewalks, utilities, drainage and similar facilities of a service or support nature.

B. All structures erected must be of a type of construction as may hereinafter be approved by the MDRC.

Section 2. **Animals.** With the exception of household pets within any residential portions of the Property, no husbandry of animals, fowl or fish may be conducted or maintained on the Property except as may be expressly approved in writing by Declarant or the MDRC.

Section 3. Subdivision. For a period of ten (10) years from and after the date of recordation of this Declaration, a Site shall not be subdivided, nor shall a portion of a Site which comprises less than the entire Site be sold, conveyed or transferred by any person or entity other than Declarant without the prior written consent of the Association.

Section 4. Nuisance Factors and Hazards. No business, trade, activity, or operation shall be conducted on any Site which shall be noxious, offensive, illegal, or which shall cause an emission of dust, smoke, odors, fumes, radiation, noise or vibrations which may be or become a nuisance or an unreasonable annoyance to the occupants of any adjacent or neighboring Site. All on-site operations and activities shall be conducted with reasonable and appropriate precautions against radiation, radioactivity, fire, explosion and other hazards. Notwithstanding the foregoing, all Owners and other users, occupants, and holders of any interest in and to any portion of the Property are hereby placed on notice of the existence of the golf course facility and are hereby deemed to waive any and all rights, claims and causes of action relating to or in connection with the existence, location, or normal course of operation of the golf course and related facilities, including, but not limited to, the use of golf carts, maintenance equipment and vehicles, the usual and customary maintenance of the golf course property, the use and operation of the golf course clubhouse and related facilities by its employees, players, guests, customers, and other lawful occupants of the facility, and the proximity of the golf course, clubhouse and golf course maintenance facility(ies) to the property of any Owner, user, occupant or holder of any interest in and to any portion of the Property.

The Declarant, the Association and its Members (in their capacity as Members), the Owner and the Developer and any successor in title to the Golf Course, as such term is

hereinafter defined, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Site owners use or enjoyment of the Site, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Site, that may result from property damage or personal injury from golf balls hit onto the Site (regardless of number), or from the exercise by any golfer of the license granted hereinbelow. This provision shall inure to the benefit of the Owner and Developer of the Golf Course and all parties referenced herein, all of which shall be third party beneficiaries to the provisions hereof and shall be entitled to enforce all provisions hereof.

Each and every Site within the Property adjacent to the Golf Course is hereby burdened with a perpetual easement in favor of the Association allowing the entry of golf balls hit by any golfers using the Golf Course to come over and upon each such Site. The easement in favor of the Association shall also permit the entry upon each such Site solely for the purpose of seeking and retrieving such golf balls; provided that there shall be no right to enter upon any Site that is fully fenced in a manner clearly intended to prevent such entry. The Board of Directors of the Association exercise its rights under the easement to grant to golfers using the Golf Course a license to enter upon each such Site to the extent permitted by the easement. The Board of Directors of the Association may also at any time, in its sole discretion, withdraw the right of entry upon such Sites by any or all golfers using the Golf Course for any reason or for no reason

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whatsoever. The foregoing easement shall not relieve golfers using the Golf Course of any liability they may have for property damage or personal injury resulting from the entry of golf balls or golfers upon any Site.

Section 5. Maintenance. Each Site and all Improvements and landscaping located thereon shall at all times be kept and maintained in a safe, wholesome, attractive and clean condition, and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In the event of a violation of or failure to comply with the foregoing requirements and the failure or refusal of the Owner of the affected Site, within thirty (30) days following written notice from the Association of such violation or non-compliance and the nature thereof, to cure such violation, then the Association or its appointed agents or employees shall have and are hereby granted the right and privilege and an easement and license to enter upon the Site or any portion or portions thereof or Improvements located thereof for the purpose of undertaking such acts or actions, as may be reasonably necessary to cure or eliminate such violation; all at the sole cost and expense of the Owner of the affected Site. Such costs and expenses, together with an overhead expense equal to fifteen percent (15%) thereof shall be assessed to and paid by the Owner of the affected Site to the Association within thirty (30) days after receipt of written notice of the amount due therefor. Any such assessment not paid within thirty (30) day period shall become a lien on the Site in accordance with the provisions of this Declaration.

Section 6. Mining. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed or permitted upon any part of the Property, nor shall any oil, natural gas, petroleum, rock, gravel or other minerals or substances of any kind be produced or extracted therefrom.

Section 7. Water and Sewage. All Regulations in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof. All completed buildings shall connect with central water and sewer utilities, and Greywater facilities if available.

ARTICLE VI.
EASEMENTS

Section 1. Road Easements. There is hereby created, declared and reserved for the benefit of the Association, the Declarant, and the Owner (including the agents, employees, guests, invitees and tenants of the any of them) of each Site within the Property and all public agencies for routine and emergency maintenance, services and repairs (including fire and rescue services) a non-exclusive easement for access, ingress, egress and road purposes over all roads, ways and drives within the Property, which serve or are intended to serve more than one (1) Site (hereinafter referred to as the "Roadways"), to the extent such Roadways are not dedicated to the public. The non-exclusive easement for access, ingress, egress and road right-of-way purposes hereinabove declared and created over the Roadways shall be an appurtenance and shall run with the title to each Site within the Property and each parcel of real property from time to time declared to be a part of the Property. The easement hereby created is not intended to create any rights or benefits in favor of any party outside the Property unless expressly and specifically set forth herein.

Section 2. Utility Easements. There are hereby declared, created and reserved for the benefit of the Association, the Declarant, the CDD, each Owner and any public or private provider of utility services to any portion of the Property and their respective successors and assigns: (1) non-exclusive easements for utility purposes (and for other purposes incidental to the

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development of the Property so long as approved by the Association), within any unpaved portion of the Roadways (hereinafter referred to as the "Utility Easement Areas"); (2) a non-exclusive easement and license, to enter upon such Utility Easement Areas and adjacent land to the extent designated as a utility easement on a recorded plat or other recorded instrument for the purpose of constructing, installing, replacing, inspecting, maintaining and repairing any and all utility lines and facilities located within such Utility Easement Areas; and (3) such other easements as may, from time to time prior to conveyance by Declarant, be declared and dedicated by Declarant by separate instrument or included on a plat of all or any portion of the Property owned by Declarant including, but not limited to those easements created by or reserved to Declarant and included on any plats of all or portions of the Property or Additional Property that have been recorded prior to the date of recording the Declaration. The utilities contemplated to be served by such utility easements may include, without limitation, electric power, natural gas, telephone, cable television, internet access, sewer, potable water, and greywater, all of which must be installed underground (except for those components of the utilities which by their nature are typically situated above ground and are approved by the MDRC). Provided, however, the provisions hereof shall not act to prohibit any utilities which may be located above ground pursuant to valid easements in existence prior to the recording of this Declaration. In the event any user of a utility easement created hereunder shall perform or cause to be performed any construction, repair, alteration, replacement, relocation or removal of any utility facilities located within the Utility Easement Area(s), said easement user shall first receive written permission from the Association (which shall not be unreasonably withheld or delayed), coordinate its work with all other applicable utilities utilizing said Easement Area(s).

and thereafter restore, at the sole cost of such user, the Easement Area(s) to as near as practicable the condition(s) which existed prior to such activities.

Section 3. Stormwater System Easements. There are hereby declared, created and reserved for the benefit of the Association, the Declarant, the CDD, and each Owner and their respective successors and assigns: (1) non-exclusive easements for the drainage of stormwater from the respective Sites, Common Areas, Open Areas and Special Common Areas into the Master Stormwater System, as the same may be modified from time to time. At all times, the CDD shall be responsible for constructing, installing, replacing, inspecting, maintaining and repairing all portions of the Master Stormwater System located within the portion of the Property served by the CDD, and the Association shall be responsible for constructing, installing, replacing, inspecting, maintaining and repairing all portions of the Master Stormwater System located within the portion of the Property not served by the CDD. No one, other than the CDD or the Association, as applicable, shall perform or cause to be performed any construction, repair, alteration, replacement, relocation or removal of any portion of the Master Stormwater System, without the express written consent of the CDD or the Association, as applicable.

Section 4. Existing Easements. All easements reserved for the benefit of Declarant created herein shall not be terminated upon the termination of Declarant's Class B Membership.

Section 5. Disclaimer. All claims against Declarant or the Association for damages, if any, arising out of the construction, maintenance, operation and repair of utilities or on account of any temporary or permanent shortage, disruption or other inconvenience caused thereby are hereby waived by all Owners of Sites on the Property.

Section 6. Dedication. Notwithstanding anything in this Declaration set forth to the contrary, the Association and Declarant shall have, and there is hereby reserved unto the Declarant (or the Association, should the Declarant be unable to act) the right to dedicate the Roadways and other easements herein provided for, declared, created and reserved to the perpetual use of the public for the uses and purposes for which the same have been created, declared and reserved, whether or not such dedication is accompanied by or pursuant to a plat of the same or effected in any other manner.

Section 7. Coordination and Notice. No Owner (other than Declarant) shall be entitled to enter upon any of the easement areas described in this Article VI or to perform any construction, installation, replacement, inspection, maintenance and/or repair activities within any such easement area without first providing notice to the Association and coordinating the work to be performed with all other parties utilizing said easement areas.

ARTICLE VII.
MAINTENANCE

Section 1. Duty of Maintenance. The Owner of any Site within the Property shall have the duty and responsibility, at its sole cost and expense, to keep such Site, including buildings, improvements and grounds appurtenant thereto, properly maintained at all times. Such maintenance includes, but is not limited to, the following:

- A. Prompt removal of all litter, trash, refuse and wastes..
- B. Lawn mowing.
- C. Tree and shrub pruning.

- D. Lawn and Shrubbery watering.
- E. Keeping exterior lighting and mechanical facilities in working order.
- F. Keeping lawn and garden areas alive, free of weeds and attractive.
- G. Keeping parking areas, driveways and roads in good repair.
- H. Complying with applicable Regulations.
- I. Striping of parking areas and repainting of Improvements where appropriate.
- J. Repairing of exterior damages to Improvements.
- K. Keeping all lakes, retention ponds and drainage areas in clean attractive condition, consistent with applicable regulations and laws.

Such maintenance shall include the maintenance of all landscape and sodded areas between the boundary line of such Site and the curb of any adjoining street, notwithstanding that such areas are not a part of such Site.

Section 2. Enforcement. If, in the opinion of a majority of the Board of Directors of the Association, or if in the opinion of the Declarant, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, then the Association, upon the direction of a majority of the Board of Directors, or the Declarant, shall give such person written notice of such failure and such person must, within fifteen (15) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility

within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the Site and perform such care and maintenance without any liability to any person or entity for damages for wrongful entry, trespass or otherwise. The Owner of the Site with respect to which work is performed shall be liable for the cost of such work plus fifteen percent (15%) overhead fee and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of such Owner and shall constitute a lien in favor of the Association against the Site on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in Article III, above, which provisions are incorporated herein by reference, and the Association shall have identical powers and rights (and shall be subject to the identical restrictions and obligations) in all respects, including, but not limited to, the right of foreclosure. The charges and liens that may be imposed upon violating Owners and occupants pursuant to this Article VII shall be enforceable within all portions of the Property, including those portions within the jurisdiction of the CDD.

ARTICLE VIII.
COMMON AREAS AND SPECIAL COMMON AREAS

Section 1. **Easements of Enjoyment.** Subject to the provisions of Article VIII, Section 3 hereof, every Member of the Association shall have a right and easement of enjoyment in and to the Common Areas.

Section 2. **Title to Common Areas.** Except as is provided in these covenants, once title to Common Areas (or any portion thereof) is transferred to the Association, such

Common Areas (or applicable portion thereof) shall not be abandoned, partitioned, subdivided,
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alienated, released, transferred, hypothecated or otherwise encumbered without first obtaining the written approval of the Declarant for so long as Declarant owns or leases any portion of the Property. Notwithstanding the foregoing, the Association may encumber the Common Areas provided such encumbrances are solely to secure loans obtained for improving the Common Areas being encumbered and their lien is not superior to the provisions for these covenants.

Section 3. Extent of Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

A. The right of the Declarant or the Association to prescribe reasonable rules and regulations for the use, enjoyment and maintenance of the Common Areas and the Special Common Areas, including lakes and easements.

B. The right of the Association to sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by a majority of the total eligible votes of the membership of the Association, as defined in Article II hereof, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

C. The right of the Association to borrow money for the purpose of improving the Common Areas and the Special Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof in connection with such borrowing.

D. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure.

E. The right of the Association to suspend the easements of enjoyment of any Member of the Association in the Common Areas and the Special Common Areas during which time any assessment levied under Article III hereof remains unpaid, and for any period not to exceed thirty (30) days for any material infraction of its published rules and regulations which remains uncured after written notice thereof from the Association; provided, however, such suspension shall not be applicable to essential services and rights such as ingress, egress and utility services to such Owner's Site.

Section 4. Cost of Maintaining Common Areas and Special Common Areas. The CDD shall have the primary responsibility for maintenance of those Common Areas lying within those portions of the Property which are subject to the CDD. The Association shall have primary responsibility for maintenance of those Common Areas and Special Common Areas lying outside the CDD. In addition, as contemplated and provided for in Article III, Section 14 herein, to the extent not maintained by the CDD, the Association shall have the right, but not the obligation to maintain the Common Areas and Special Common Areas and public facilities located within the CDD or serving ChampionsGate. The Association may, in its sole discretion, delegate to one or more parties the responsibility and obligation to maintain all or any portions of the Special Common Areas. The cost of maintaining and repairing the Common Areas and public facilities located in or serving ChampionsGate shall be paid for proportionately by each Owner of a Site and by the Golf Course through the assessments levied by the Association as contemplated herein, and the cost of maintaining and repairing the Special Common Areas shall be allocated among specific Members as set forth in Article III, Section 4.

ARTICLE IX.
(INTENTIONALLY OMITTED)

ARTICLE X.
ENFORCEMENT

The covenants, conditions, restrictions, reservations and easements herein contained shall run with the title to the Property and shall be binding upon all Owners and inure to the benefit of the Declarant, the CDD, all Owners and the Association. Violation of any covenant, condition, restriction or easement herein contained shall give to the Declarant, the CDD, all Owners and the Association the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said conditions, covenants, restrictions, reservations and easements in order to enjoin such violation or attempted violation, cause any such violation or attempted violation to be remedied, or to recover damages resulting or occasioned on account of any such violation. In any legal or equitable proceeding brought to enforce the provisions of this Declaration or to enjoin any violation of the same, the prevailing party shall be entitled to recover from the losing party such reasonable attorneys' fees as may be awarded by the Court.

ARTICLE XI.
DURATION, AMENDMENT AND TERMINATION

Each of the covenants, conditions, restrictions and reservations contained herein shall continue and be binding upon Declarant and the Association, and their respective successors and assigns, and upon each Owner and all Owners from time to time of any portion of the Property, and all other persons, parties or legal entities claiming by, through or under any of them, for a period of fifty (50) years from the date of this Declaration and thereafter, until terminated or otherwise modified by the affirmative vote of not less than a majority of the total cumulative votes entitled to be cast in Association balloting. Each of the easements herein declared to be

created, granted or reserved shall continue to be binding upon Declarant and its successors and assigns, and upon each Owner and all Owners from time to time of any portion of the Property and all persons, parties and legal entities claiming by, through or under any of them in perpetuity unless all persons or entities having an interest therein shall agree to terminate or otherwise modify the same. Until such time as ninety-five percent (95%) of the Property (on an acreage basis as calculated pursuant to Article II, Section 4) from time to time included within ChampionsGate is sold, transferred or conveyed by Declarant or leased or subleased by Declarant to third parties, the Declarant may, from time to time, in its reasonable discretion, and without requiring the joinder of any Owner or other parties (except the Declarant), change, amend and modify this Declaration by written instrument duly executed by the Declarant and recorded among the Public Records of Osceola County, Florida and Polk County, Florida; it being expressly provided, however, that no such change, amendment or modification shall (i) adversely affect the substantive rights of any Owner hereunder; (ii) impose additional costs or assessments upon any Owner hereunder; (iii) cause any Improvements approved by the Declarant, the MDRC or the Association or constructed upon the Property prior to the effective date of such change, amendment or modification to be in violation of this Declaration, as so amended, or (iv) change any of the provisions of Section 14 of Article III hereof relating to those portions of the Property located within the boundaries of the CDD. Thereafter, this Declaration may be changed, amended or modified only upon the affirmative vote of not less than two-thirds (2/3) of the votes entitled to be cast in Association balloting at the time of the recordation of any such change, amendment or modification, subject to the right of the Declarant to veto any such amendment as set forth in Article II hereof.

ARTICLE XII.
ASSIGNMENT OF DECLARANT'S RIGHTS AND DUTIES

Any or all of the rights, powers, duties and reservations herein granted or reserved to or conferred upon the Declarant may be assigned by the Declarant to any person, corporation, partnership, limited partnership, trust, association or other legal entity who or which shall assume the obligations of the Declarant pertaining to the particular rights, powers, duties and reservations so assigned, and upon the execution by any such person, corporation, partnership, limited partnership, trust, association or other legal entity of an instrument evidencing his or its acceptance of such assignment and his or its assumption of such duties, and the recordation of such instrument among the Public Records of Osceola County, Florida and Polk County, Florida, he or it shall, to the extent of such assignment, have the same rights, powers and reservations and be subject to the same duties as are herein given or reserved to or conferred upon the Declarant and the Declarant shall be released therefrom.

ARTICLE XIII.
EXCULPATION

Declarant, the Association, the MDRC, and their individual members and officers, or any of them, shall not, jointly or severally, be liable or accountable in damages or otherwise to any Owner or occupant of property affected by this Declaration, or to anyone submitting plans or other materials for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to the provisions of this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans or other materials for consent or approval pursuant to this Declaration, by the submission thereof, and each Owner or occupant of any Site, by acquiring title thereto or an

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interest therein, agrees that it will not bring any action, proceeding or suit against Declarant, the Association, the MDRC or any individual member or members or officer or officers thereof for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Declarant's, Association's or MDRC's approval of any plans or materials submitted to them for any required approval or consent hereunder, or any other approval or consent given by Declarant, the Association, or the MDRC pursuant hereto, or otherwise, is and shall be given solely to protect the aesthetics and general quality of the development of ChampionsGate and shall not be deemed in any way to be or constitute a warranty, representation or covenant that such approval or consent or any action taken pursuant thereto or in reliance thereon complies with, or is not a violation of, any applicable Regulations, and the Declarant, the Association and the MDRC and the individual members and officers thereof are hereby expressly released and relieved of and from any and all liability or obligation in connection therewith. Each Owner of a Site agrees, by acquiring title to a Site or an interest therein, that it will unconditionally and absolutely defend, indemnify and hold the Declarant, the Association and the MDRC, and their individual members and officers thereof, and their respective successors and assigns harmless from and against any and all claim, cause of action, liability, loss, damage, cost and expense (including reasonable attorneys' fees) arising from or in connection with the design, construction, or structural soundness of any and all Improvements located or constructed on the Site owned, leased or occupied by them.

ARTICLE XIV.
MISCELLANEOUS PROVISIONS

Section 1. Constructive Notice and Acceptance. Every person, corporation, partnership, limited partnership, trust, association or other legal entity, who or which shall

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hereafter own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the Public Records of Osceola County, Florida and Polk County, Florida, shall be conclusively deemed to have consented and agreed to each and every covenant, condition, restriction, reservation and easement contained or by reference incorporated herein, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such person, corporation, partnership, limited partnership, trust, association or other legal entity shall have acquired such right, title, interest or estate in the Property or any portion thereof.

Section 2. Paragraph Headings. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way define, limit or describe the scope and intent of the particular sections or paragraphs in which they are contained or to which they refer.

Section 3. Effect of Invalidation. If any particular provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provision hereof.

Section 4. Written Notice. Whenever written notice is required or specified herein, such written notice shall be deemed made and given only when deposited in the United States Mail, postage paid and addressed to the last known address of the addressee. All such notices shall be sent certified mail, return receipt requested.

Section 5. Use of Name.

A. Unless and until otherwise agreed to in writing by Declarant, in its sole and absolute discretion, the name and designation of the Property or any portion thereof, including any plat or replat thereof or of a portion thereof, shall consist of only the word "ChampionsGate" or "ChampionsGate" together with appropriate identifying words or numbers to distinguish one parcel or a portion of the Property from others which also include the word ChampionsGate; and, if any part of the Property shall hereafter be abandoned and vacated in accordance with law and thereafter any of the land included in such abandonment and vacation shall again be included in any part of a subdivision, the foregoing requirements of name and designation shall apply to each and every such plat or subdivision.

B. Without the express and explicit written consent of Declarant, in its sole and absolute discretion, no signs, posters or lettering shall be placed on any part of the Property or any structure or other Improvement thereon by any name or designation other than ChampionsGate unless, with at least equal prominence, the locational designation and name ChampionsGate is included and co-joined with such other name or designation; provided, however, that nothing in this paragraph shall be construed as prohibiting the display on any building of the street address thereof or of signs or letterings, in compliance with the restrictions or requirements set forth in this instrument, displaying the company or trade name of the occupant thereof.

Section 6. Arbitration. In the event there arises any dispute with respect to any matters contained herein (including decisions of the MDRC), between the Declarant, the Association or the Owner of any Site, such dispute shall be resolved by binding arbitration by a Board of Review of three (3) Members which shall be the final, conclusive determination of the

dispute and shall be binding upon all parties. Notwithstanding the foregoing, no Owner shall have the right to require that arbitration be used in connection with a dispute between such Owner and any other Owners nor may any Owner require that the Association submit to arbitration in connection with proceedings brought by the Association in order to collect or enforce any assessment levied in accordance with the terms hereof or to foreclose the lien thereof. In the event that any party wishes to resort to arbitration in order to resolve any dispute, it shall send seven (7) days' prior written notice of its election to do so to the party with whom the dispute exists, with a copy of such notice to the Association. Such notice shall be accompanied by the name of an arbitrator selected by the party requesting the arbitration. Within ten (10) days following receipt of such notice, the other party to the arbitration shall select an arbitrator to act for it. Within ten (10) days following selection of the second arbitrator, the two arbitrators so selected shall, jointly, agree upon the selection of a third arbitrator. A decision of the majority of the board of arbitrators shall be binding upon the parties. The arbitrators elected by the parties shall be experts qualified in the area regarding which the dispute exists, licensed to practice in the State of Florida, selected from either the architectural, engineering, accounting or legal professions, depending upon the nature of the dispute. The experts so selected shall, in their consideration of the dispute, be guided by the standards set forth in these Restrictions or any publications referred to or recited herein or in the Articles and Bylaws of the Association. Each party shall bear the expense of the arbitrator they select. The expense of the third arbitrator shall be borne equally between the disputing parties.

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EXECUTED as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

RIDA ASSOCIATES LIMITED PARTNERSHIP,
a Florida limited partnership

Holly Green
Name: Holly Green

BY: [Signature]

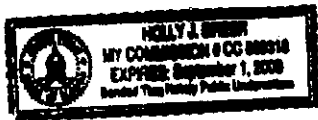
Saleesa Miller-Pope
Name: Saleesa Miller-Pope

"DECLARANT"

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20 day of ^{March} ~~February~~, 2001
by Ira Mitner partner on behalf of RIDA ASSOCIATES LIMITED
PARTNERSHIP, a Florida limited partnership. He/she is personally known to me or has
produced _____ as identification.

[Signature]
NOTARY PUBLIC



(Name typed, printed or stamped)
Notary Public - State of Florida
Commission No.: _____

JOINDER AND CONSENT

The undersigned hereby joins in and consents to the terms and conditions of this Declaration of Covenants, Conditions and Restrictions for ChampionsGate, including but not limited to the terms of the Article VI concerning creation, declaration and reservation of various easements.

Signed, sealed and delivered in the presence of:

CHAMPIONSGATE COMMUNITY DEVELOPMENT DISTRICT

John Mikee
Name: JOHN MIKEE

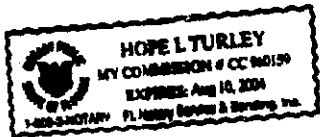
By: [Signature]

Mark Reich
Name: MARK REICHER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of March, 2001 by Yvonne Shuey of ChampionsGate Community Development District. He/she is personally known to me or has produced [Signature] as identification.

Hope L. Turley
NOTARY PUBLIC



Hope L. Turley
(Name typed, printed or stamped)
Notary Public - State of Florida
Commission No.: CC 960159

EXHIBIT A**Legal Description.****ChampionsGate Community Development District**

A portion of Section 33, Township 25 South, Range 27 East more particularly described as follows: Begin at the Southwest corner of said Section 33; thence North 89_34'08" East, along the South line of the Southwest one-quarter (SW1/4) of said Section 33 a distance of 1328.94 feet; thence continue along said line North 89_32'21" East, 1290.36 feet; to a point on the westerly right-of-way line of INTERSTATE NO. 4 as shown on right-of-way map for PROJECT NO. 92130-2421; thence North 18_21'07" East, 743.30 feet; thence South 75_10'05" East, 6.66 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 72_09'14" East); thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 375.43 feet, a delta of 59_01'57", an arc distance of 386.81 feet; thence tangent to said curve, North 76_52'43" East, 203.30 feet; thence South 13_50'50" East, 4.62 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 12_48'15" West); thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 368.89 feet, a delta of 37_33'18", an arc distance of 241.79 feet; thence tangent to said curve, North 39_38'27" East, 272.36 feet; thence South 89_43'20" West, 1056.39 feet; thence North 00_17'32" West, 1325.01 feet; thence North 89_35'39" East, 789.00 feet; thence North 18_05'19" East, 551.75 feet; to a point on the southerly right-of-way line of Goodman Road as shown on the OSCEOLA COUNTY, FLORIDA ENGINEERING DEPARTMENT MAINTENANCE MAP as recorded in MAP BOOK 1 PAGE 92, of the Public Records of Osceola County, Florida; thence North 72_08'37" West, 417.28 feet; thence North 73_14'20" West, 387.35 feet; thence North 70_42'22" West, 2_3.43 feet; thence North 71_51'21" West, 370.59 feet; thence North 72_17'41" West, 442.12 feet; thence North 72_15'01" West, 336.36 feet; thence North 68_57'55" West, 133.93 feet thence westerly along the arc of a tangent curve, being concave to the South, having a radius of 505.59 feet, a delta of 3_07'20", an arc distance of 27.55 feet; the last eight courses described being co-incident with said MAINTENANCE MAP; thence South 00_11'52" East, 110.91 feet; thence South 89_32'18" West, 150.00 feet; thence North 00_11'52" West, 137.28 feet to a point on the southerly right-of-way line of said Goodman Road; thence North 86_24'14" West, 27.75 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 00_41'04" East); thence westerly along the arc of said curve, being concave to the North, having a radius of 525.38 feet, a delta of 2_56'53", an arc distance of 27.03 feet; to a point on the arc of a non-tangent curve (radial line thru said point bears South 01_00'55" West); thence westerly along the arc of said curve, being concave to the South, having a radius of 7248.51 feet, a delta of 0_19'11", an arc distance of 40.46 feet; to a point on the arc of a non-tangent curve (radial line thru said point bears North 01_00'43" East); thence westerly along the arc of said curve, being concave to the North, having a radius of 352.65 feet, a delta of 11_15'52", an arc distance of 69.33 feet to a point on the South line of the Northwest one-quarter (NW 1/4) of the Northwest one-quarter (NW 1/4) of said Section 33, the last four courses described being co-incident with the southerly right-of-way line of said Goodman Road; thence South 89_31'47" West, along said line, 365.19 feet to the westerly right-of-way line of said Goodman Road; thence North 00_35'00" East, 575.57 feet; thence North 00_12'02" West, 178.02 feet;

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EXHIBIT A

thence North 00_36'22" East, 513.56 feet to a point on the arc of a non-tangent curve (radial line thru said point bears North 88_28'23" West); thence northerly along the arc of said curve, being concave to the West, having a radius of 24.50 feet, a delta of 20_57'02", an arc distance of 8.96 feet; thence North 88_11'37" West, 657.95 feet to a point on the West line of the Northwest one-quarter (NW 1/4) of said Section 33; thence South 00_10'28" East along said line, 2628.23 feet to the West one-quarter corner of said Section 33; thence South 00_06'33" East along the West line of the Southwest one-quarter of said Section 33 a distance of, 2648.68 feet to the Point of Beginning. Said lands Lying in Osceola County, Florida containing 277.075 acres.

LESS:

Commencing at the Southwest corner of Section 33, Township 25 South, Range 27 East; thence North 89_34'08" East, along the South line of the Southwest one-quarter of said Section 33, a distance of 142.00 feet; thence North 00_25'52" West, 15.00 feet to the Point of Beginning, said point lying on the arc of a non-tangent curve (radial line thru said point bears South 60_18'54" East); thence northeasterly along the arc of said curve, being concave to the Southeast, having a radius of 1450.00 feet a delta of 23_33'14", an arc distance of 596.09 feet; thence South 2_19'06" East, 84.13 feet; thence South 30_20'52" East, 425.92 feet to a point on the South line of the Southwest one-quarter of said Section 33; thence South 89_34'09" West along said line, 652.10 feet to the Point of Beginning. Said lands Lying in Osceola County, Florida containing 3.583 acres.

LESS:

A portion of Section 33, Township 25 South, Range 27 East more particularly described as follows; Begin at the Southwest corner of said Section 33; thence North 00_06'24" West, 913.09 feet; to a point on the arc of a non-tangent curve (radial line thru said point bears North 68_18'42" East); thence southeasterly along the arc of said curve, being concave to the Northeast, having a radius of 1539.00 feet, a delta of 21_02'05", an arc distance of 565.00 feet a point of reverse curvature; thence southerly along the arc of said curve, being concave to the West, having a radius of 38.00 feet, a delta of 87_16'06", an arc distance of 57.88 feet to a point of reverse curvature; thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 1550.00 feet, a delta of 17_36'29", an arc distance of 476.35 feet; thence South 89_34'09" West, 19.75 feet to the Point of Beginning. Said lands Lying in Osceola County, Florida containing 3.044 acres.

LESS:

A portion of Section 33, Township 25 South, Range 27 East more particularly described as follows; Commence at the Southwest corner of said Section 33; thence North 89_34'08" East, along the South line of the Southwest one-quarter (SW1/4) of said Section 33, a distance of 1328.94 feet; thence continue along said line North 89_32'21" East, 1082.90 feet; thence North 00_27'39" West, 643.98 feet to the Point of Beginning; thence North 10_46'12" East, 110.00 feet to a point on the arc of a radially tangent curve; thence northeasterly along the arc of said curve, being concave to the Northwest, having a radius of 35.00 feet, a delta of 90_00'00", an

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EXHIBIT A

arc distance of 54.98 feet; thence tangent to said curve, North 10_46'12" East, 291.62 feet; thence northeasterly along the arc of a tangent curve, being concave to the Southeast, having a radius of 540.00 feet, a delta of 31_13'08", an arc distance of 294.23 feet; thence North 89_43'20" East, 85.78 feet to a point on the arc of a non-tangent curve (radial line thru said point bears South 41_06'26" East); thence southwesterly along the arc of said curve, being concave to the Southeast, having a radius of 480.00 feet, a delta of 38_07'21", an arc distance of 319.38 feet; thence tangent to said curve, South 10_46'12" West, 291.62 feet; thence southeasterly along the arc of a tangent curve, being concave to the Northeast, having a radius of 35.00 feet, a delta of 90_00'00", an arc distance of 54.98 feet; thence tangent to said curve, South 79_13'48" East, 292.25 feet to a point on the right-of-way line of aforesaid INTERSTATE NO. 4; thence South 18_21'07" West, along said line 110.97 feet; thence North 79_13'48" West, 407.61 feet to the Point of Beginning. Said lands Lying in Osceola County, Florida containing 1.931 acres.

TOGETHER WITH:

A portion of Section 32, Township 25 South, Range 27 East more particularly described as follows: Commence at the Northeast corner of said Section 32; thence South 00_10'14" along the East line of the Northeast one-quarter (NE_) of said Section 32, a distance of 15.00 feet to the Point of Beginning; thence continue South 00_10'14" East along said line, 349.99 feet; thence South 77_41'04" West, 262.91 feet; thence North 78_41'24" West, 130.02 feet; thence North 22_13'13" West, 58.44 feet; thence North 25_07'30" West, 64.06 feet; thence North 05_21'02" West, 66.49 feet; thence North 37_50'17" East, 81.67 feet; thence North 73_35'33" East, 71.51 feet; thence North 37_02'16" East, 146.07 feet to a point on a line parallel with and 15.00 feet South of the North line of the Northeast one-quarter (NE_) of said Section 32; thence North 89_45'43" East, along said line, 232.14 feet to the Point of Beginning. AND a 60.0 foot INGRESS/EGRESS Easement to be determined. Said lands Lying in Osceola County, Florida containing 3.256 acres.

TOGETHER WITH:

A portion of Section 32, Township 25 South, Range 27 East more particularly described as follows: Commence at the Southeast corner of said Section 32; thence North 00_10'14" West, along the East line of the Southeast one-quarter of said Section 32, a distance of 278.86 feet to the Point of Beginning; thence South 89_49'46" West, 222.34 feet; thence North 37_40'46" East, 69.37 feet; thence North 00_32'02" West, 64.40 feet; thence North 18_48'54" West, 76.28 feet; thence North 02_28'51" East, 57.75 feet; thence North 16_28'49" East, 117.74 feet; thence North 24_00'17" East, 55.06 feet; thence North 50_38'54" West, 38.80 feet; thence North 02_26'29" West, 51.65 feet; thence North 33_11'43" East, 54.61 feet; thence North 86_41'53" East, 83.34 feet; thence North 19_21'26" East, 84.48 feet; thence North 38_42'43" East, 57.51 feet to a point on the East line of the Southeast one-quarter of said Section 32; thence South 00_10'14" East, along said line, 663.02 feet to the Point of Beginning. AND a 60.0 foot INGRESS/EGRESS Easement to be determined. Said lands lying in Osceola County, Florida containing 2.359 acres.

017404/99081/82365-1

EXHIBIT A**TOGETHER WITH:**

A portion of Section 32, Township 25 South, Range 27 East more particularly described as follows: Commencing at the East one-quarter corner of Section 32, Township 25 South, Range 27 East; thence South 89_51'13" West along the South line of the Southeast one-quarter of said Section 32, a distance of 633.06 feet; thence North 00_08'47" West, 223.97 feet to the Point of Beginning; thence South 89_53'36" West, 671.97 feet; thence North 34_46'36" West, 872.56 feet; thence North 56_12'55" East, 623.10 feet; thence South 38_36'58" East, 76.22 feet; thence South 38_36'58" East, 130.25 feet; thence South 37_37'09" East, 199.59 feet; thence South 35_05'30" East, 154.70 feet; thence South 34_42'28" East, 144.32 feet; thence South 38_05'07" East, 144.02 feet; thence South 37_56'22" East, 146.79 feet; thence South 33_15'11" East, 59.49 feet; thence South 27_15'54" East, 84.96 feet; thence South 11_57'24" West, 100.09 feet; thence South 00_06'24" East, 44.98 feet to the Point of Beginning. AND a 60.0 foot INGRESS/EGRESS Easement to be determined. Said lands lying in Osceola County Florida containing 16.000 acres.

TOGETHER WITH:

A portion of Section 32, Township 25 South, Range 27 East more particularly described as follows: Commencing at the Southeast corner of Section 32, Township 25 South, Range 27 East; thence South 89_37'32" West, along the South line of the Southeast one-quarter of said Section 32, a distance of 549.90 feet; thence North 00_06'24" West, 300.71 feet to the Point of Beginning; thence South 89_53'36" West, 981.74 feet; thence North 00_06'24" West, 1242.37 feet; thence North 89_53'36" East, 981.74 feet; thence South 00_06'24" East, 1242.37 feet to the Point of Beginning. AND a 60.0 foot INGRESS/EGRESS Easement to be determined. Said lands lying in Osceola County, Florida containing 28.000 acres.

TOGETHER WITH:

A portion of Section 32, Township 25 South, Range 27 East more particularly described as follows: Commencing at the Southeast corner of Section 32, Township 25 South, Range 27 East; thence South 89_37'32" West, along the South line of the Southeast one-quarter of said Section 32, a distance of 549.90 feet; thence North 00_06'24" West, 1332.45 feet to the Point of Beginning; thence South 89_53'36" West, 931.78 feet; thence North 00_06'24" West, 981.74 feet; thence North 89_53'36" East, 931.78 feet; thence South 00_06'24" East, 981.74 feet to the Point of Beginning. AND a 60.0 foot INGRESS/EGRESS Easement to be determined. Said lands lying in Osceola County, Florida containing 21.000 acres.

ALL SAID LANDS CONTAINING 339.132 ACRES.

017404/59081/02365-1

**EXHIBIT "B" TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CHAMPIONSGATE**

2001 ASSESSMENT METHODOLOGY

Annual Assessments shall be allocated to each respective land use type based upon the factored units within the land use designation for the Property. The standard allocation will be computed for each product type listed below based on an allocation factor computed using Equivalent Assessment Units ("EAU") for each product type as a percentage of total EAU's for all such product types planned for development within the Property lying outside the boundaries of the CDD.

The EAU factors for each product are listed below:

PRODUCT TYPE	EAU FACTOR
Hotel - Conference	2.00
Hotel - Limited	1.00
Hotel - Luxury	2.00
Hotel-Standard	1.75
Residential (multi-family)	0.75
Retail ¹	2.00
Timeshare	2.00

Assessments shall be levied based on the above-referenced formula applied to the applicable units within a particular Site and compared to the total number of units included within the land use plan for the total portion of the Property lying outside the boundaries of the CDD, as such total number of units may exist from time to time in accordance with the roster of units kept among the records of the Association. In the event additional assessments are imposed upon portions of the Property lying within the boundaries of the CDD, which additional assessments may only be imposed in accordance with the terms of Article III, Section 14, then any such additional assessments within the CDD Property will be allocated per Site on the same basis, with the total base number of units being the units included within the CDD portion of the Property.

¹ Assessable units expressed as 1,000 square feet of retail space
017404/66594/180966v11
03/19/01

CHAMPIONSGATE
Community Development District

General Fund Budget
 Fiscal Year 2005

	ADOPTED BUDGET FY 2004	PROPOSED BUDGET FY 2005
REVENUES:		
Maintenance Assessments	\$577,271	\$580,021
Miscellaneous Income	\$0	\$0
TOTAL REVENUES	\$577,271	\$580,021
EXPENDITURES:		
Administrative:		
Supervisors Fees	\$4,000	\$4,000
Engineering	\$4,000	\$4,000
Attorney	\$6,000	\$6,000
Annual Audit	\$5,000	\$8,500
Manager	\$42,119	\$42,119
Computer Time	\$500	\$500
Collection Agent	\$5,000	\$5,000
Trustee Fees	\$5,800	\$5,800
Arbitrage	\$1,200	\$1,200
Dissemination	\$5,000	\$5,000
Telephone	\$300	\$300
Postage	\$2,000	\$1,500
Rentals & Leases	\$2,400	\$2,400
Insurance	\$5,000	\$5,000
Printing & Binding	\$600	\$600
Legal Advertising	\$500	\$500
Other Current Charges	\$250	\$250
Office Supplies	\$794	\$794
Record Storage	\$100	\$100
Dues, Licenses, Subscriptions	\$175	\$175
Capital Outlay	\$250	\$0
TOTAL ADMINISTRATIVE	\$90,988	\$93,738
Maintenance:		
Landscape Maintenance	\$187,083	\$187,083
Irrigation System Maintenance	\$21,600	\$21,600
Irrigation Wells	\$12,600	\$12,600
Lakes/Fountains	\$19,200	\$19,200
Miscellaneous	\$24,000	\$24,000
Lighting	\$8,400	\$8,400
Painting	\$5,000	\$5,000
Signage	\$2,000	\$2,000
Sidewalks	\$1,500	\$1,500
Roadways	\$6,000	\$6,000
Trash Removal	\$2,100	\$2,100
Electric	\$60,000	\$60,000
Water/Sewer	\$4,800	\$4,800
Security	\$45,600	\$45,600
Personnel	\$42,000	\$42,000
Office Supplies	\$6,400	\$6,400
Advertising & Promotion	\$3,000	\$3,000
Other Fees	\$3,000	\$0
Miscellaneous Management	\$12,000	\$15,000
Capital Expenses	\$20,000	\$20,000
TOTAL MAINTENANCE	\$486,283	\$486,283
TOTAL EXPENDITURES	\$577,271	\$580,021
EXCESS REVENUES (EXPENDITURES)	\$0	\$0

BYLAWS

OF

CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 5444 Westheimer Road, Ste. 1605, Houston, Texas 77056, but meetings of members and directors may be held at such places within the United States of America as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to ChampionsGate Property Owners' Association, Inc., a Florida corporation, not for profit, its successors and assigns.

Section 2. "Common Areas" shall mean and refer to all personal, real and intangible property, or interests therein, located within or in the immediate vicinity of ChampionsGate whether located on commonly held or privately held Property owned by the Association or the CDD, maintained by the Association or the CDD, or in which the Association or the CDD otherwise has an interest, or which is dedicated or devoted to or is otherwise available for the common use, enjoyment or benefit of the Members of the Association. The Common Areas shall also include, without limitation, the Master Stormwater System constructed pursuant to the CDD and the roadways within Championsgate to the extent such roadways are not dedicated to the public. Provided however, notwithstanding anything to the contrary contained in the Declaration, no limitations placed upon the right of the Association or the CDD to transfer, abandon, release or in any way encumber the Common Areas, or any other limitations upon the management and operation of the Common Areas as set forth in the Declaration shall be applicable to said roadways.

Section 3. "Common Expenses" shall mean and refer to the costs of maintaining, operating, administering and carrying out the purposes, functions and duties of the Association as established herein and in the Declaration and the Articles of Incorporation of the Association, including, but not limited to, payment of any annual, special or improvement assessments associated with transportation and infrastructure improvements benefiting the Project, special taxing districts which may be created including the Project, and similar matters.

Section 4. "CDD" shall mean the ChampionsGate Community Development District formed by the Declarant for purposes that may include, but not be limited to, financing, developing and maintaining master infrastructure for or related to ChampionsGate, which CDD shall be responsible for maintenance of all or a portion of the Common Areas.

Section 5. "Declarant" shall mean and refer to RIDA ASSOCIATES LIMITED PARTNERSHIP, a Florida limited partnership, and its designated successors and assigns, as further defined in the Declaration.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for ChampionsGate to be recorded in the Public Records of Osceola County, and Polk County, Florida.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 8. "MDRC" shall mean the Master Design Review Committee as more particularly described in the Declaration.

Section 9. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Site within the Property, as further defined in the Declaration.

Section 10. "Project" shall mean ChampionsGate as more particularly described in the Declaration.

Section 11. "Property" shall mean and refer to the real property, including any improvements thereon, described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 12. "Site" shall mean each separate lot, tract or parcel of real property within the Property other than Common Areas, Special Common Areas and Open Areas, as further defined in the Declaration.

Section 13. "Special Common Areas" shall mean and refer to all personal, real and intangible property, or interests therein, located within or in the immediate vicinity of the Project located on property to which title is held by a third party, including but not limited to, property owned by any governmental entity or agency, whereby the Association may be responsible for the costs of maintenance, repair or refurbishment so long as the need for such

maintenance, repair or refurbishment with respect to such Special Common Areas shall be for the reasonable benefit of the Association and/or some, but not all, of its members.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on the day of formation of the Association and each subsequent regular annual meeting of the members shall be held prior to or on the annual anniversary of the date of formation in each year thereafter at a place and time to be determined by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Failure to hold an annual meeting shall not cause a forfeiture or give cause for dissolution of the Association, nor affect otherwise valid corporate acts.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote a majority of the cumulative total of votes of the Class A, Class B, and Class C membership combined.

Section 3 Action Taken Without a Meeting. Action required or permitted to be taken at an annual or special meeting of the members may be taken without a meeting, without prior notice, and without a vote if the action is taken by the members entitled to vote on such action and having not less than the minimum number of votes necessary to authorize such action at a meeting at which all members entitled to vote on such action were present and voted. Such actions shall be evidenced by written consents of the type specified in Chapter 617 of the Florida Statutes.

Section 4. Notice of Meetings. Except as otherwise expressly provided herein and in the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum. The presence at any meeting of members entitled to cast, or of proxies entitled to cast, a majority of the total cumulative votes of each class of membership combined, together with Declarant's vote if Declarant owns any part of the Property subject to the Declaration, shall constitute a quorum for any action except as otherwise provided in the

Articles of Incorporation, the Declaration, or these Bylaws. A majority of each class shall not be required, so long as a majority of the cumulative total of votes of the three classes combined is satisfied. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, subject to the same notice requirement.

Section 6. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of all of the property owned or leased by said Member within the Property.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than nine (9) Directors, who need not be members of the Association; provided, however, the Board shall consist of an odd number of Directors. The number of Directors may be changed by amendment of the Bylaws of the Association.

Section 2. Term of Office. The initial Board of Directors shall consist of five (5) Directors, who shall serve until the appointment of their successors as provided in the Declaration or the election of their successors as provided in the Bylaws, as the case may be.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a vote of Declarant, if Declarant owns any part of the Property subject to the Declaration, and a majority vote of the cumulative votes of each class of membership of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF BOARD OF DIRECTORS

Section 1. Nomination. Following termination of the Class B Membership, nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Notwithstanding the foregoing or anything contained herein or in the Declaration or the Articles of Incorporation of the Association to the contrary, the Declarant shall have the right to appoint a majority of the Board of Directors of the Association for not less than fifteen (15) years from the date hereof.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish reasonable rules and regulations governing the use, enjoyment, and maintenance of the Common Areas and Special Common Areas, including lakes and easements, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, and to charge reasonable fees for the use of any facility situated upon the Common Areas or Special Common Areas;

(b) Suspend the voting rights and the easements of enjoyment of any Member of the Association in the Common Areas and the Special Common Areas during which time any assessment levied pursuant to the Declaration remains unpaid, and for any period not to exceed thirty (30) days for any material infraction of its published rules and regulations which remains uncured after written notice thereof from the Association; provided, however, such suspension shall not be applicable to essential services and rights such as ingress, egress and utility services to such Owner's Site;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by the Declaration or the Articles of Incorporation or Bylaws of the Association;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Sell and convey the Common Areas, or any part thereof, provided such sale or conveyance is approved by the Declarant, if Declarant owns any part of the Property subject to the Declaration, and a majority of the total cumulative votes of the membership of the Association, voting in person or by proxy, at a meeting duly called for such purpose, written notice of which shall be given to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting;

(g) Borrow money for the purpose of improving the Common Areas and the Special Common Areas, or any part thereof, and to mortgage the Common Areas, or any part thereof in connection with such borrowing;

(h) Take such steps as are reasonably necessary to protect the Common Areas, or any part thereof, against foreclosure;

(i) Petition Osceola County and Polk County, Florida (or any other appropriate governmental entity), for the creation within the Project of one or more dependent special districts, mass transit utility districts and/or municipal service taxing or benefit units, or any similar mechanism authorized by law for the acquisition, construction and operation of a transportation system and the provision of water, drainage, utilities, landscaping maintenance, fire protection, street lighting, garbage and trash removal, Common Area and Special Common Area maintenance, or other municipal services as provided in and in accordance with the provisions of Chapters 125 or 197, Florida Statutes (or other applicable law), and to exercise all powers concerning the same provided under the Declaration;

(j) Change, amend and modify the Declaration by written instrument recorded among the Public Records of Osceola County and Polk County, Florida, in accordance with the requirements contained in the Declaration; and

(k) Have and exercise any and all powers, rights and privileges which a Board of Directors of a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at any meeting of the members, when such statement is requested in writing by a majority of the cumulative total of the votes of the Class A, Class B, and Class C members combined;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Site in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and

(3) If deemed appropriate by the Board, foreclose the lien against any property for which assessments are not paid after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Areas and Special Common Areas and public facilities located in or serving the Project to be maintained and to satisfy any and all maintenance or other duties imposed upon the Association in the Declaration with respect to any and all existing or future easement areas described therein.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to

the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. Any two (2) or more offices may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures when requested by the Board of Directors. All checks of the Association shall be co-signed by any two officers or agents of the Association approved and designated for check signing by the Board of Directors.

ARTICLE IX

COMMITTEES

The Board of Directors of the Association shall appoint a Master Design Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Association shall maintain books of account for all Annual and Special Assessments for Common Expenses and the receipt and disbursement of all funds collected and disbursed on account thereof. Said books of account shall be maintained by the Association at its offices within ChampionsGate, or at any other place within Orange, Osceola or Polk counties, and shall be available for inspection by Owners or authorized representatives of the Owners during regular business hours. The Declaration, the Articles of Incorporation of the Association, and these Bylaws shall be made available for inspection by any member by the Association at its offices within ChampionsGate, or at any other place within Orange, Osceola or Polk counties, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, the Owner of the Golf Course, each owner of any Site within the portion of the Property not included in the CDD, and, solely upon the terms provided and only under the circumstances described in the Declaration, each Owner of a Site within the CDD portion of the Property is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due as provided in the Declaration shall be delinquent. If the assessment is not paid after the due date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest permitted by law per annum, and the Association, in addition to pursuing any and all remedies available to it under the Declaration and applicable law, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability from the assessments provided for herein by nonuse of the Common Areas or abandonment of his Site.

ARTICLE XII

ENFORCEMENT OF RESTRICTIONS

Pursuant to the Declaration, the Association shall have the duty and power to administer and enforce the Declaration and to collect and disburse the assessments therein created. Said power of the association shall extend to all portions of the Property, as provided in the Declaration. Further, with respect to the maintenance duties of each Owner of any Site within the Property set forth in the Declaration, if, in the opinion of a majority of the Board of Directors of the Association, or if in the opinion of the Declarant, any such Owner or occupant has failed in any of the duties or responsibilities set forth in the Declaration or established pursuant to the Declaration by the MDRC or the Association or its successors, assigns, directors, officers, employees, or committees, then the Association, upon the direction of a majority of the Board of Directors, or the Declarant, shall give such person written notice of such failure and such person must, within fifteen (15) days after receiving such notice, perform the care and maintenance required. Should any such person fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the Site and perform such care and maintenance without any liability to any person or entity for damages for wrongful entry, trespass or otherwise. The Owner of the Site with respect to which such work is performed shall be liable for the cost of such work plus fifteen percent (15%) overhead fee and shall promptly reimburse the Association for such cost. If such Owner shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of such Owner and shall constitute a lien in favor of the Association against the Site on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in the Declaration and the Association shall have identical powers and rights (and shall be subject to the identical restrictions and obligations) in all respects, including, but not limited to, the right of foreclosure. In the event of any difference between the terms of this Article XII and the provisions of the Declaration (or the Design Review Manual which may be promulgated pursuant to the Declaration) which provides greater rights or powers of enforcement in the Association, the MDRC or the Declarant, the provisions providing the greatest rights and powers of enforcement shall control.

ARTICLE XIII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC.

ARTICLE XIV

AMENDMENTS

These Bylaws may be amended, at a regular or special meeting of the membership, by a vote of the Declarant, if the Declarant owns any part of the Property subject to the Declaration,

and a majority of the total cumulative votes of each class of members voting in person or by proxy. A majority of each class shall not be required, so long as a majority of the cumulative total of votes each class combined is satisfied.

ARTICLE XV

MERGER AND CONSOLIDATION

Upon a merger or consolidation of the Association with another association, its properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions established by the Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration, or any Supplementary Declaration, pertaining to the Property except as otherwise provided in the Declaration.

ARTICLE XVI

LIABILITY AND INDEMNIFICATION

Neither Declarant nor the directors and officers of the Association and Declarant shall be personally liable to the Owners of the Sites or to any third parties whatsoever for any mistake of judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Further, the Owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns against any personal liability for any such acts or omissions while acting in their official capacity, except for such acts or omissions found by a court to constitute gross negligence or actual fraud.

Declarant, the Association, the MDRC, and their individual members, officers, and directors, or any of them, shall not, jointly or severally, be liable or accountable in damages or otherwise to any Owner or occupant of property affected by the Declaration, or to anyone submitting plans or other materials for any required consent or approval hereunder, or to any third parties whatsoever, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to the provisions of the Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval.

Each Owner of a Site shall unconditionally and absolutely defend, indemnify and hold the Declarant, the Association and the MDRC, and the individual members, officers and directors thereof, and their respective successors and assigns harmless from and against any and all claims, causes of action, liabilities, losses, damages, costs and expenses (including reasonable attorneys'

fees) arising from or in connection with the design, construction, or structural soundness of any and all Improvements located or constructed on the Site owned, leased or occupied by them.

ARTICLE XVII

DISPUTE RESOLUTION

In the event of any dispute or disagreement between any Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or these Bylaws, the determination thereof by the Board of Directors shall be final and binding on each and all such Owners.

Except as otherwise provided in the Declaration with respect to Association actions brought to collect or enforce any assessment levied in accordance with the terms of the Declaration or to foreclose an assessment lien, in the event there arises any dispute with respect to any matters contained in the Declaration, the Articles of Incorporation of the Association or herein (including decisions of the MDRC), between the Declarant, the Association or the Owner of any Site, such dispute shall be resolved by binding arbitration as provided for in the Declaration.

ARTICLE XVIII

FISCAL YEAR

The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIX

PRIORITY OF GOVERNING DOCUMENTS

In the event of a conflict between the Declaration, the Articles of Incorporation of the Association, and these Bylaws, or any two of them, these Bylaws shall be controlled by the Articles of Incorporation of the Association, and these Bylaws and Articles of Incorporation of the Association shall be controlled by the Declaration.

[Secretary's Certification on Next Page]

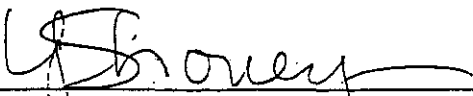
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit; and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of April, 2001.

IN WITNESS WHEREOF, I have hereunto ,subscribed my name and affixed the seal of said Association this ____ day of April, 2001.



Yvonne Shouey, Secretary

FLORIDA DEPARTMENT OF STATE
Division of Corporations
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Katherine Harris, Secretary of State
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PLEASE ARRANGE FILING OF THE ARTICLES OF INCORPORATION WITH AN EFFECTIVE DATE OF TODAY, JUNE 20, 2001, AND RETURN TO ME WITH A CERTIFICATION AS SOON AS POSSIBLE. THANK YOU FOR YOUR ASSISTANCE IN THIS MATTER. CALL ANDRE

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ARTICLES OF INCORPORATION
OF
CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC.
A NON-PROFIT CORPORATION

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a Florida corporation not for profit, and do hereby certify:

ARTICLE I
NAME OF CORPORATION

The name of the Corporation is CHAMPIONSGATE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit (hereafter called the "Association").

ARTICLE II
PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 5444 Westheimer Road, Suite 1605, Houston, Texas 77056.

ARTICLE III
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 215 N. Eola Drive, Orlando, Florida 32801 and William A. Beckett is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits for the benefit of the Association.

ARTICLE IV
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation, and architectural control of the Common Areas, Open Areas, Special Common Areas, Sites, and other areas within that certain tract of property described in that certain Declaration of Conditions, Covenants, Easements and Restrictions for ChampionsGate, hereinafter called the "Declaration" (for purposes hereof all capitalized terms, unless provided otherwise herein, shall have the same meaning as in the Declaration), as well as any additions thereto as may hereafter be brought within the jurisdiction of the Association from time to time, as provided in the Declaration, and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereto be brought within the jurisdiction of this Association for this purpose to:

(a) Exercise all of the powers and privileges and to perform all duties and obligations of the Association as set forth in the Declaration, applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court, Osceola County, Florida, and Polk County, Florida as the same may be amended from time to time as herein provided, said Declaration being incorporated herein as if set forth at length;

(b) Have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

(c) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(e) File suits and/or pursue such legal rights and remedies as are available to the Association.

(f) Borrow money, and with the assent of RIDA ASSOCIATES LIMITED PARTNERSHIP, a Florida limited partnership (hereinafter referred to as "Declarant"), if Declarant owns any part of the Property subject to the Declaration, and a majority of the total cumulative votes cast by Class A, Class B, and Class C Members at a meeting thereof, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(g) Dedicate, sell or transfer all or any part of the Common Areas or Special Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by the Declarant, if Declarant owns any part of the Property subject to the Declaration, and by members holding a majority of the total cumulative votes of each class of members, agreeing to such dedication, sale or transfer;

(h) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional property, provided that any such merger, consolidation or annexation shall have the assent of Declarant, if Declarant owns any part of the Property subject to the terms of the Declaration, and a majority of the total cumulative votes cast by Class A, Class B and Class C members at a meeting thereof, unless provided otherwise in the Declaration.

ARTICLE V
MEMBERSHIP, VOTING RIGHTS AND CONTROL OF THE ASSOCIATION

Section 1. Membership. Each and every person, persons or legal entity who is the Owner of any Site, including the Golf Course, in the Property shall automatically be a Member of the Association, PROVIDED that any person or entity who holds such an interest merely as security for the performance of any obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Site that is subject to assessment. Acreage included within the Common Areas, Special Common Areas and Open Areas shall not be included for purposes of this Article. If the ownership of a Site is vested in other than a single person, then the Owner shall designate a Voting Member to act on its behalf in connection with all Association balloting and other similar activities. The Voting Member shall be designated in writing by the persons or entity owning the applicable Site. The designation shall be witnessed and acknowledged before a notary public and delivered to the Association. Prior to the receipt of the written designation of the Voting Member, the Association shall have no obligation to recognize the right of any person to act on behalf of such Owner. The designation of Voting Member shall be executed in accordance with the terms hereof. The Voting Member may be changed, from time to time, by the Owner's re-execution and delivery of an additional Voting Member designation executed in accordance with the provisions hereof. There shall be no more than one Voting Member at a time for any Site.

Section 2. Classes of Voting Members. The Association shall have three classes of voting Memberships:

Class A. Class A Members shall be all those Members described in Section 1 of this Article V with the exception of the Declarant and the Owner(s) of the Golf Course. Class A Members shall be entitled to one vote for each acre of Property owned or leased by each Member. The vote with respect to a portion of an acre shall be rounded up or down to the nearest acre. When two or more persons or entities hold undivided interests in any part of the Property, all such persons or entities shall be Class A Members, and the vote for such part of the Property shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each acre of the Property in which such Members own undivided interests, and there shall be no more than one Voting Member per Site. Notwithstanding anything to the contrary contained herein, the Declarant as the Class B Member shall exercise voting rights as set forth below with respect to any portions of the Property that may be owned by the City of Kissimmee, Florida (hereinafter referred to as the "City Property") and leased to Declarant from time to time and subsequently made subject to the Declaration pursuant to Article I, Section 2 thereof.

Class B. The Class B Member shall be the Declarant or any specifically designated successors or assigns. The Class B Member shall be entitled to nineteen (19) votes for each acre of the Property owned or leased by Declarant. Class B Membership of the Association shall cease to exist at such time as the number of votes held by members other than Declarant in Class A and Class C is equal to the number of votes of

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the Class B Membership. At such time, Declarant shall become a Class A Member of the Association for all purposes thereof, except where otherwise provided in the Declaration and shall be entitled to one vote for each acre of the Property owned, leased or controlled by Declarant. Declarant shall also have the right at any time and in its sole discretion to elect to terminate Class B Membership and convert it to Class A Membership.

Class C. The Class C Member shall be the person, persons or legal entity owning or leasing the Golf Course. The Class C Member shall be entitled to one vote for each twenty acres of Property owned or leased by the Class C Member. The vote with respect to a portion of the Golf Course shall be rounded up or down to the nearest twenty acres. When two or more persons or entities hold undivided interests in any part of the Golf Course, all such persons or entities shall be Class C Members, and the vote for such part of the Golf Course shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to each twenty (20) acres of the Golf Course in which such Members own undivided interests and there shall be no more than one Voting Member per Golf Course.

Declarant's Veto Power. Whether or not the Class B Membership exists, as long as the Declarant owns or leases any of the Property subject to the Declaration up to a maximum period of fifteen (15) years from the date hereof, it shall separately have the right to veto any proposal set to a vote before the Association (i.e. veto power). Declarant's veto power shall be separate and distinct from its right to vote as provided hereunder.

Section 3. Assignment of Voting Rights. Voting rights may not be assigned, in whole or in part, as such rights related to a particular tract or parcel of the Property except that voting rights may be assigned: (i) to Declarant with respect to the City Property as more specifically set forth in Section 2 above, (ii) to a holder of an easement or a lessee holding a ground lease on a particular tract of land, provided that the primary term of said easement or ground lease is for a period of not less than twenty-five (25) years, and such voting rights shall revert to the Owner of the particular Site upon termination of said easement or ground lease, and (iii) to a mortgagee of a Site, provided that such assignment shall not become effective until an officer or other authorized representative of such mortgagee shall notify the Association, by written affidavit, that a default has been committed by the mortgagor of the applicable Site. The Association shall be conclusively authorized to rely upon any such affidavit received by it from a mortgagee. The terms of this Section 3 shall not act to prohibit the entitlement to and exercise of voting rights by Declarant with respect to any portions of the Property leased by Declarant or as otherwise set forth herein.

Section 4. Control of the Association; Calculation of Acreage and Voting Rights. Except as hereinafter specified, control of the Association and all of its rights, powers and duties set forth herein and in the By-Laws and the Declaration of the Association shall be vested in the Board of Directors of the Association, which shall act in accordance with the votes of a majority of the members of the Board; subject, however, to the veto power of the Declarant provided in Section 2 of this Article. The members of the Board shall be elected by the vote of a majority of the Members (Classes

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A, B and C combined) of the Association, from time to time, in accordance with the procedures and for the terms established herein and in the By-Laws and the Declaration of the Association. Notwithstanding anything to the contrary contained herein, all calculations of acreage for purposes of voting rights shall exclude any portions of the Property comprising jurisdictional wetlands that are subject to conservation easements or otherwise restricted from any form of development.

ARTICLE VI
MEETINGS OF MEMBERS; QUORUM REQUIREMENTS

The presence at any meeting of members entitled to cast, or of proxies entitled to cast, a majority of the total cumulative votes of all classes of membership combined, together with the Declarant's vote if Declarant owns any part of the Property subject to the Declaration, shall constitute a quorum for any action except as otherwise provided in these Articles of Incorporation, the Declaration, or the Bylaws. A majority of each class shall not be required, so long as a majority of the cumulative total of votes of all classes combined is satisfied.

ARTICLE VII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors consisting of no less than three (3) nor more than nine (9) Directors, who need not be members of the Association; provided, however, the Board shall consist of an odd number of Directors. The number of Directors may be changed by amendment of the Bylaws of the Association. The initial Board of Directors shall consist of five (5) Directors, who shall serve until the appointment of their successors as provided in the Declaration or the election of their successors as provided in the Bylaws, as the case may be.

The names and addresses of the initial Board of Directors are as follows:

Ira Mitzner	5444 Westheimer Road, Ste. 1605 Houston, Texas 77056
Jacob Mitzer	4 Banchory Court Palm Beach Gardens, FL 33418
Yvonne Shouey	1598 S. Goodman Road Davenport, FL 33837
Marc Reicher	1598 S. Goodman Road Davenport, FL 33837
William A. Beckett	215 N. Eola Drive Orlando, FL 32801

The manner of election of Directors and procedures for filling any vacancies that may occur on the Board of Directors shall be prescribed in the Bylaws.

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ARTICLE VIII
OFFICERS

The affairs of the Association shall be administered by the Officers as designated in the Bylaws. The Officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers, who shall serve until their successors are elected by the Board of Directors, are as follows:

PRESIDENT	Ira Mitzner
VICE-PRESIDENT	Jacob Mitzner
SECRETARY	Yvonne Shouey
TREASURER	Marc Reicher

ARTICLE IX
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by Declarant, if Declarant owns any part of the Property subject to the terms of the Declaration, and by members holding a majority of the total cumulative votes of all classes of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. This procedure shall be subject to Court approval on dissolution pursuant to the provisions of Florida Statutes, Section 617.

ARTICLE X
DURATION

The Association shall exist perpetually.

ARTICLE XI
AMENDMENTS

Amendment of these Articles shall require the assent of Declarant, if Declarant owns any part of the Property subject to the Declaration, and a majority of the total cumulative votes of all classes of members entitled to vote thereon, in the manner set forth under Chapter 617, Florida Statutes. A majority of each class shall not be required, so long as a majority of the cumulative total of votes of the three classes combined is satisfied. Amendment of these Articles may be proposed by the Board of Directors and shall be voted on at a Special Meeting of the Membership duly called for that purpose, or at an annual meeting of the Membership.

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ARTICLE XII
BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors at the first meeting of Directors, and may be altered, amended or rescinded by a vote of the Declarant, if the Declarant owns any part of the Property subject to the Declaration, and a majority of the total cumulative votes of each class of members voting in person or by proxy. A majority of each class shall not be required, so long as a majority of the cumulative total of votes of the three classes combined is satisfied.

ARTICLE XIII
DECLARATION AND BYLAWS

In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of these Articles, the terms and provisions of the Declaration shall control. In the event of any conflict between the terms and provisions of these Articles and the terms and provisions of the Bylaws, the terms and provisions of these Articles shall control.

ARTICLE XIV
INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; except that no indemnification shall be made in respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which the action or suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper.

ARTICLE XV
INCORPORATOR

The name and address of the Incorporator is as follows:

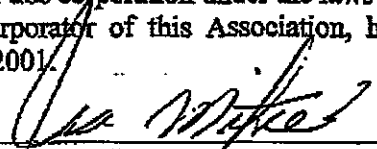
Ira Mitzner

5444 Westheimer Road, Ste. 1605
Houston, Texas 77056

(SIGNATURES APPEAR ON NEXT PAGE)

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IN WITNESS WHEREOF, for the purposes of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 20th day of June, 2001.



Ira Mitzner, Incorporator

The undersigned hereby accepts the foregoing designation as the registered agent for said corporation.



William A. Beckett, Registered Agent

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