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**NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
LAKE BERKLEY RESORT TOWNHOME ASSOCIATION**

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE LAKE BERKLEY RESORT TOWNHOME ASSOCIATION, INC. ("Neighborhood Declaration"), made on the date hereinafter set forth by Berkley Lake Townhomes LLC, a Florida limited liability company ("Declarant"), whose business address is 6925 Lake Ellenor Dr. Suite 115, Orlando, FL 32809.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the County of Osceola, State of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property" or "Properties") which is to be developed as a residential subdivision to be known as Lake Berkley Resort Townhomes ("Subdivision"); and

WHEREAS, the Property is already subject to that certain Master Declaration of Covenants and Restrictions for Lake Berkley Resort, recorded in Official Records Book 1599, Page 2761, and rerecorded in Official Records Book 1612, Page 1629, Public Records of Osceola County, Florida ("Master Declaration"), as it may be amended and supplemented from time to time.

WHEREAS, Declarant desires to subject said land to the covenants, conditions, restrictions, and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof; and

WHEREAS, the Declarant desires to create a Neighborhood (as defined in the Master Declaration) by the recording of this Declaration as a Neighborhood Declaration (as defined in the Master Declaration).

NOW, THEREFORE, Declarant hereby declares that in addition to being subject to the provisions of the Master Declaration, the Property shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and shall be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of Lake Berkley Resort Townhome Association, Inc. attached hereto as "Exhibit C".

Section 2. "Association" or Neighborhood Association" shall mean and refer to Lake Berkley Resort Townhome Association, Inc., a Florida not for profit corporation.

Section 3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time, attached hereto as "Exhibit B."

Section 5. "Common Property" or "Common Areas" shall mean and refer to those tracts of land, if any, together with any improvements thereon, which are actually and specifically dedicated or deeded to the Townhome Association and designated in said dedication or deed as "Common Property," or tracts of land identified as "Common Property" on a final plat recorded in the Public Records of Osceola County, Florida by the Declarant. The term "Common Property" shall also include any personal property acquired by the Association, if any, if said property is designated as "Common Property" by the Board and may also include easement rights which may be specifically granted to the Townhome Association over or upon other lauds, but only to the actual extent of such easement rights.

Section 6. "Common Expense" shall mean and refer to all expenses of any kind or nature whatsoever incurred by the Association in connection with the administration and management of the Association.

Section 7. "Common Roof" shall mean and refer to the exterior roof covering a Townhome Residential Building, including all components.

Section 8. "Declarant" shall mean and refer to Berkley Lake Townhomes LLC, a Florida limited liability company, its successors, and assigns, but only to the extent such successors and assigns are specifically identified by an instrument in writing executed and recorded by Declarant. Upon recordation of any such assignment, the initial Declarant shall be released and absolved from any further obligations on the part of the Declarant as may thereafter arise by or through this Declaration. A Lot purchaser, Lot Owner or Lot mortgagee shall not be deemed to be the Declarant by the mere act of purchase or mortgage of a Lot.

Section 9. "Declaration" shall mean and refer to this Neighborhood Declaration of Covenants, Conditions, and Restrictions for Lake Berkley Resort Townhome Association, as it may be amended from time to time.

Section 10. "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Property upon which in the future will be located a Residential Unit.

Section 11. "Master Association" shall mean and refer to Lake Berkley Master Association, Inc., its successors and assigns.

Section 12. "Master Declaration" shall mean and refer to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort referred to in the recitals above, as the same may be amended from time to time.

Section 13. "Master Property" shall mean and include the real property subject to the Master Declaration, as the same may exist from time to time.

Section 14. "Member" shall mean and refer to those Owners entitled to membership in the Neighborhood Association as set forth in Article IV hereunder.

Section 15. "Owner" shall mean and refer to the owner(s) as shown by the records of the Townhome Association (whether it be the Declarant, one or more persons, firms or legal entities) of fee simple title to any real property located within the Properties. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure: nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 16. "Party Wall" shall mean and refer to the common wall separating one Residence from another Residence in the same Townhome Residential Building.

Section 17. "Property" or "Properties" shall mean and refer to the real property subject to this Neighborhood Declaration, as the same may exist from time to time. The Property, as initially constituted, is described on Exhibit "A" hereto.

Section 18. "Residence" or "Residential Unit" shall mean and refer to that portion of a Townhome Residential Building located on a Lot intended for use and occupancy as a residential dwelling for which a certificate of occupancy has been duly issued.

Section 19. "Townhome Residential Building" shall mean and refer to a building containing attached Residential Units.

Section 20. "Turnover" shall mean the transfer of operation of the Neighborhood Association by the Declarant as described in Article IX hereof.

ARTICLE II

EFFECT OF MASTER DECLARATION

Section 1. Owners Subject to Master Declaration. Each Owner of a Residential Unit, Lot, or any other portion of the Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of the Master Declaration and of the Master Association created in such Master Declaration, and agrees to abide by and be bound by the provisions of the Master Declaration, and all exhibits thereto, in addition to being bound by this Neighborhood Declaration, the Articles and Bylaws. In addition, the family, guests, invitees, and tenants of said Owners shall, while in or on the Property, also abide and be bound by such authorities. Each Owner understands and acknowledges that the Master Declaration establishes numerous covenants, conditions, and restrictions that affect the Property, which restrictions include but are not limited to provisions relating to maintenance obligations, assessment obligations, architectural control, lien rights, leasing restrictions, and the enforcement of general rules and regulations.

Section 2. Membership in Master Association. In accordance with the terms of the Master Declaration, the Neighborhood Association shall be a member of the Master Association on behalf of Owners. Individual Owners will not be members of the Master Association.

Section 3. Representation on Master Association Board. The President of the Neighborhood Association shall serve as the Neighborhood Association's appointed member to the Board of Directors of the Master Association.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas, if any, as defined in Article I hereof which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

- (a) the right of the Neighborhood Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas, if any;
- (b) the right of the Neighborhood Association to levy fines, suspend the voting rights and right to use of the recreational facilities and Common Areas, if any, of an Owner, his tenants, guests, or invitees for any period during which any assessment against his Lot remains unpaid; and to suspend an Owner's use rights to the Common Areas, if any, and/or levy fines against such Owner for a reasonable period for any infraction of this Neighborhood Declaration, the Bylaws, or the Articles of Incorporation after notice and a hearing where required by applicable law;
- (c) the right of the Neighborhood Association to dedicate or transfer all or part of the Common Areas, if any, 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 such dedication or transfer has been approved by at least two thirds (2/3) of all Class A Members.

Section 2. Additional Lands. Prior to Turnover, Declarant shall have the right, but not the obligation, to annex additional land into the Property. Annexations shall become effective upon the recording by Declarant of a Supplemental Declaration in the Public Records of Osceola County, Florida, which shall extend the covenants, conditions and restrictions contained herein to such property. Supplemental Declarations may contain such amendments or additional provisions as Declarant may deem necessary and as are not inconsistent with the purposes of this Neighborhood Declaration. Declarant shall not be required to obtain the approval or consent of the Neighborhood Association or any Owner or any person claiming by, though, or under any Owner to add any property pursuant to this Section. Until such time as such additions are made to the Properties in the manner set forth above, only the real property described in Exhibit "A" shall be affected by or subject to this Neighborhood Declaration. After Turnover, additional real property and Common Area may be annexed to the Property only with the consent of two-thirds (2/3) of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot other than the Neighborhood Association shall be a Member of the Neighborhood Association. Membership shall be appurtenant to, run with, and may not be separated from, ownership of a Lot.

Section 2. The Neighborhood Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. Class A Membership shall be all Owners of Lots except the Declarant as long as the Class B membership shall exist, and thereafter, the Declarant shall be a Class A Member. Class A Members shall be entitled to one (1)

vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, but the vote for such Lot shall be exercised only by that one person who is Entitled To Vote. In no event shall more than one vote be cast with respect to any such Lot.

Class B: The Class B Member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article X hereunder.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as provided in Section 7 below, the Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree as follows: (i) to pay to the Neighborhood Association annual assessments or charges, or special assessments for capital improvements or annual assessment budget deficits, all such assessments or charges to be established and collected as hereinafter provided: and (ii) to pay to the Master Association annual assessments or charges and special assessments as more particularly described in the Master Declaration. The annual assessments of the Neighborhood Association, together with such interest thereon, costs, and reasonable attorneys' fees for collection thereof, shall be a charge and continuing lien on the Lot and improvements of the Owner against whom each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who was the Owner of such Property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed; however, notwithstanding any change in ownership, the lien for such delinquent assessments shall continue on the property until the same is paid in full. With respect to the charges and assessments payable to the Master Association, the Master Association shall have all of the lien and collection rights as set forth in the Master Declaration.

Section 2. Purpose of Assessments. The Assessments levied by the Neighborhood Association shall be used exclusively for maintenance, repair, renovation, and construction of such properties as may be used for the benefit of the Property, as provided or suggested herein, for capital improvements, for reserves, to pay for termite control service for the Residences (which termite control service may be the obligation of the Association at its sole discretion), to pay for the cost of insurance from time to time obtained by the Association, to pay for the cost of operating and maintaining all recreation facilities and all other improvements for which the Association is responsible for maintaining, repairing and/or replacing, including but not limited to all Common Areas, the grass, landscaping and irrigation system located on all of the Lots, all roads within the Property, all easements, culverts, retention ponds, landscaping, irrigation, the Common Roofs, painting and otherwise maintaining the exterior of the Townhome Residential Buildings and all amenities provided for the use and comfort of the Members of the Association, for the cost of any and all insurance with the Association is required or otherwise elects to obtain, including, but not limited to, the cost of insuring the structure of the Townhome Residential Buildings, together with all utility charges and other taxes on Association-owned property, to pay for the cost of the Association's performance of all obligations imposed upon the Association by this Declaration, the Association's Articles of Incorporation, the Association's Bylaws or otherwise, to pay for operating costs of the Association and to promote the health, safety, welfare and aesthetics of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein.

Section 3. Reserves for Replacement. The Association may establish, from time to time, reserve funds for the periodic maintenance, repair, and replacement of improvements for which the Association is responsible for maintaining, repairing and/or replacing, including, but not necessarily limited to, reserves for repaving roadways and parking areas, replacing the Common Roofs, the repainting the exterior of the Townhome Residential Buildings, and the maintenance, repair, replacement, or alteration of the Common Areas. The reserve funds shall be maintained separate from annual Assessments. Notwithstanding the foregoing, if the Declarant elects to pay the amount of any deficits incurred by the Association for expenses in excess of the amounts collected as Assessments, in lieu of paying Assessments, then the Declarant shall not be required to contribute to a reserve fund during the period that the Declarant is paying such deficits in lieu of paying such Assessments.

Section 4. Working Capital. Upon the initial closing of the sale or the occupation of a Residence, the buyer of such Residence shall pay to the Association an amount equal to Five Hundred and No/100 Dollars (\$500.00) for such Lot, which amount shall be maintained by the Association as working capital for the use and benefit of the Association. Said amount shall not be considered as advance payment of annual Assessments.

Section 5. Capital Contribution. Upon the subsequent sale or transfer of a Residence to a third party in an arm's length transaction, other than as described in Section 4 of this Article, the third party or new owner shall be required to make a capital contribution to the reserve account(s) of the Association in the amount of \$150.00, which amount may be altered or amended by the majority of the Board of Directors. The transfer of a Unit among family members, the transfer to a trust or from a trust to a beneficiary, or transfer to an heir or heirs upon the death of a Residence owner shall be exempt from the capital contribution payment set forth herein.

Section 6. Annual Assessment. The Board of Directors shall fix the annual assessment which shall be used for the purposes set forth in Article V Section 2 herein.

Section 7. Special Assessments. In addition to the annual assessment authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year for the purpose of (i) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area as herein defined, if any, including fixtures and personal property related thereto; or (ii) paying any other expenses of the Neighborhood Association which could not be paid from the annual assessments collected.

Section 8. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly or such other basis as the Board of Directors may, from time to time, determine.

Section 9. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date the first Lot is conveyed to any Owner by the Declarant. Notwithstanding anything contained herein to the contrary, as long as a Class B membership exists, as to unoccupied Lots owned by Declarant, Declarant shall be exempt from paying any assessments on each such unoccupied Lot; provided that Declarant shall be obligated to pay all costs incurred by the Neighborhood Association that exceed the assessments receivable from other Members and other income of the Neighborhood Association. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

Written notice of the assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Neighborhood Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Neighborhood Association setting forth

whether the assessments on a specified Lot have been paid. A properly executed certificate of the Neighborhood Association as to the status of assessments on a Lot is binding upon the Neighborhood Association as of the date of its issuance.

The annual Assessments provided for in this Article shall commence on the first day of the month next following the recordation of these covenants and shall be applicable through December 31 of such year. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The annual Assessments shall be payable in advance by initially in equal monthly payments and thereafter in equal monthly, quarterly or biannual installments in the discretion of the Board of Directors of the Association. The due date of any special Assessment shall be fixed in the Board resolution authorizing such assessment.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Neighborhood

Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Eighteen percent (18%) per annum. The Neighborhood Association may bring an action at law against the Owner personally obligated to pay the same and/or file a claim of lien as herein authorized and foreclose said lien against the Lot by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In the event the Neighborhood Association institutes legal action, files a claim of lien or forecloses any such lien, the Owner shall be required to pay the costs and expenses of suit, filing, and foreclosing the claim of lien and all reasonable attorney's fees including those for appellate proceedings, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Neighborhood Association any assessments against the Lot which become due during the period after the claim of lien is filed, and any lien so filed shall continue to secure the Neighborhood Association's right to such assessments. The Neighborhood Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area, abandonment of a Lot or for any other reason.

Section 11. Assessment Rights for Owner's Failure to Perform Exterior Maintenance. Other than to the extent specifically allocated to the Association in this Declaration, the Owner of each Lot shall maintain the exterior of such Owner's Residence and Lot at all times in a neat and attractive manner and as provided elsewhere herein. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner thirty (30) days' written notice sent to such Owner's last known address, or to the address of the subject premises, perform such reasonable maintenance and make such repairs as may be required to restore the neat and attractive appearance of the Lot and the exterior of the Residence located thereon. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute an Individual Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as herein provided. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor in its sole discretion.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a claim of lien has not been recorded by the Neighborhood Association in the Public Records of Osceola County, Florida prior to the recordation of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure 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 and after the recording of such mortgage. However, this shall not extinguish the personal liability of the previous delinquent Owner. No sale or transfer shall relieve such Lot from liability for any assessments (hereafter becoming due or from the lien thereof).

Section 13. Effect on Declarant. Notwithstanding any provision that may be contained to the contrary in this Declaration, so long as a Class B Membership in the Association exists, the Declarant shall be not liable for any Assessments for the Lots owned by the Declarant (whether annual, special, individual or general). In lieu thereof, the Declarant shall pay the amount of any deficits incurred by the Association for expenses incurred in excess of the amounts collected as annual Assessments from other Lot Owners. For purposes hereof, the existence, or nonexistence of a deficit for the Association shall be determined on cash basis accounting instead of accrual basis. At such time as Class B Membership in the Association ceases, then the Declarant shall pay annual assessments but shall not be obligated to pay any other Assessment charged to the Owners of the Lots. When Declarant has sold and conveyed all of its Lots in the Property, Declarant shall not have further liability of any kind to the Association for the payment of any Assessments or for funding any deficits of the Association.

ARTICLE VI

ARCHITECTURAL CONTROL

Except for those improvements constructed by Declarant, no building, fence, wall or any other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Design Review Committee ("DRC") as set forth in the Master Declaration.

ARTICLE VII

USE RESTRICTIONS

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person or Owner, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant, the Neighborhood Association or any Owner to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other amounts due for such violation. The prevailing party to any such dispute, whether suit be brought or not, shall be entitled to recover from the person or persons violating these restrictions the costs, expenses, and attorney's fees, including those incurred pre-suit, at the trial level, and for appeals, incurred by such prevailing party.

Section 2. Compliance with Master Declaration Use Restrictions. Every Owner and other occupant of a Lot shall comply with the Rules and Regulations pertaining to use of the Property (including Lots) as set forth in the Master Declaration.

Section 3. Transient Resort Occupancy. It is the express intent of the Declarant that Lots may be used for residential transient resort occupancy purposes, including short-term rental and/or timeshare (to the extent such timeshare use is approved by the Declarant as provided in the Master Declaration). As such, long-term rentals shall not be permitted. For purposes of this section, "long-term rentals" shall mean a lease term longer than ninety (90) days.

Section 4. Rules and Regulations. The Property shall be subject to the following Rules and Regulations as well as such other Rules and Regulations promulgated by the Associations' Board of Directors from time to time:

(a) Land Use and Building Type. No Lot nor any building constructed thereon shall be used except for residential purposes. The term "residential purposes" shall include short term rental. No business, commercial, industrial, trade, professional or other non-residential activity or use of any nature or kind shall be conducted on any Lot. No building shall be erected, altered, placed or permitted to remain on any Lot other than one Residence. Notwithstanding the foregoing, uses by Declarant (and its designees) for model homes, sales displays, parking lots, sales offices, construction offices and other offices, or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by the Declarant (except if such changes are made by the Declarant) without the consent of the Architectural Review Board as provided herein.

(b) Opening Walls: Removing Walls or Landscaping. No Owner shall make or permit any opening to be made in any Declarant or Association erected wall, except as such opening is installed by Declarant or the Association. No such wall shall be demolished or removed without the prior written consent of the Declarant and the Architectural Review Board. Declarant shall have the right but shall not be obligated to assign all or any portion of its rights and privileges under this Section to the Association.

(c) Easements. Easements for installation, replacement, connection to, disconnection from, and maintenance of utilities are reserved as shown on the recorded Plat covering the Property and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities, unless said structure, planting or other material has been so placed by the Declarant or the Association or has been so placed with the permission of the Architectural Review Board. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric and gas utility company, telephone company, cable company the Association, and Declarant and their respective successors and assigns, shall have a perpetual non-exclusive easement for the installation, replacement, connection to, disconnection from, and maintenance, all underground, of water lines, sanitary sewers, storm drains, gas and electric, telephone and security lines, cables and conduits, under and through the utility and drainage easements, as the case may be, as shown on the Plat. Declarant and its designees, successors, and assigns shall have a perpetual easement for the installation and maintenance of cable, radio, television and security lines within utility easement areas shown on the Plat. All utility lines within the Property, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

(d) Nuisances. No noxious, offensive, or unlawful activity shall be carried on upon or about the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

(e) Temporary and Other Structures. No structure or a temporary character, or storage shed, utility shed or similar structure, green house, trailer, tent, mobile home, motor home, or recreational vehicle, shall be permitted on the Property at any time, either temporarily or permanently, except by the Declarant during construction. Additionally, no person shall reside in a recreational vehicle located within the Property. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, unless approved by the Architectural Review Board, and if approved it must be buried or enclosed by a structure approved by the Architectural Review Board.

(f) Signs. No sign of any kind shall be displayed to the public view on the Property, except

any sign used by the Declarant to advertise the company or builder, project, sales or other matters during the construction and sales period. No sign of any kind shall be permitted to be placed inside a home or on the outside walls of the home so as to be visible from the exterior, nor on any Common Area, nor on any dedicated streets, drainage easement areas or any other dedicated areas, if any, nor on entryways or any vehicles within the Property, except such as are placed by the Declarant. Provided, however, one (1) discreet, professionally prepared "For Sale" or "For Lease" sign of not more than four (4) square feet may be placed on the street side of the Lot, subject to prior approval by the Architectural Review Board.

(g) Animals and Pets. Except for dogs, cats and aquarium kept fish which may be kept, raised and maintained on the Property, no reptiles, livestock, poultry, pets or animals of any kind, nature or description shall be kept, raised or maintained on the Property. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. Dogs, cats and aquarium kept fish kept, raised maintained on any Lot or within any Residence may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than two (2) dogs and/or cats kept, raised or maintained on any Lot and/or within any Residence shall be considered unreasonable. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances, which, in the sole judgment of the Declarant or the Association shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. All dogs must be on leashes when they are not in a Residence. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet. All Pets Must be registered through the Master Association and the applicable Pet Permit obtained and renewed annually in accordance with the Master Association Terms and Conditions.

(h) Architectural Control. No building, addition or other structure or improvement of any nature or kind (including without limitation mailboxes and/or cluster mailboxes, landscaping and exterior paint and finish) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, or composition of the materials used therefor, as may be required by the Architectural Review Board (sometimes referred to herein as the "ARB") have been approved in writing by the Architectural Review Board named below and all necessary governmental permits are obtained. Each building, addition, mailbox, cluster mailbox, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. The Architectural Review Board shall have the right, in its sole and absolute discretion, to refuse approval of plans, specifications and plot plans, or any of them, based on any ground, including purely aesthetic grounds. Any change in the exterior appearance of any building, mailbox, cluster mailbox, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section.

So long as the Declarant owns at least one (1) Lot within the Property, the ARB shall be appointed by the Declarant. Thereafter, the Architectural Review Board shall be a committee composed of or appointed by the Board of Directors of the Association. During the period in which the Declarant appoints the membership of the ARB, the ARB shall have three (3) members. At such time as the Board of Directors appoints the ARB members, the ARB shall have any number of

members as deemed appropriate by the Board of Directors. Notwithstanding anything in this Declaration to the contrary, all members of the ARB shall be Owners of Lots within the Property or their designees.

The Board of Directors of the Association and the ARB may employ personnel and consultants to assist the ARB. The members of the ARB shall not be entitled to any compensation for services performed pursuant to this Declaration. The Architectural Review Board shall act on submissions to it, or request further information thereon, within thirty (30) days after receipt of the same (and all further documentation required) or else the request shall be deemed approved.

Notwithstanding anything in this Declaration to the contrary, the provisions of this Declaration regarding ARB approval shall not be applicable to the Declarant or to construction activities conducted by or on behalf of the Declarant.

Notwithstanding anything herein to the contrary, the ARB, in its sole and absolute discretion, may grant a variance as to any of the restrictions, conditions and requirements set forth in this Article so long as, in the judgment of the ARB, the noncompliance for which the variance is granted is not of a substantial nature and the granting of the variance shall not unreasonably detract from the use and enjoyment of adjoining Lots and the Property. In no event shall the granting of a variance in one instance require the ARB to grant a similar or other type of variance in any other instance, it being understood that the granting of variances from the restrictions, conditions and requirements of this Article shall be in the sole and absolute discretion of the ARB.

Notwithstanding anything herein to the contrary, prior to commencing construction of improvements approved by the ARB, the Owner of the Lot upon which such improvements shall be installed shall obtain any and all appropriate governmental permits and approvals and shall construct the improvements in compliance with all terms and conditions of such permits and approvals.

The Declarant, the members of the Architectural Review Board 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, by reason of 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 provisions of this Section of this Declaration, or for any mistake in judgment, negligence, misfeasance, or nonfeasance related to or in connection with any such decision, approval or disapproval, and each Owner by acquiring title to any Lot or 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 such parties.

(i) Exterior Appearances. The paint, coating, stain and other exterior finishing colors on all Residences shall be maintained by the Association. The color of such paint, coating, stain or other exterior finishing, and the frequency of painting the exterior of the Residences, shall be determined by the Board of Directors in such Board of Directors' reasonable discretion.

(j) Commercial Trucks, Trailers, Campers, Boats and Jet skis. No trucks [except trucks which (1) have one ton capacity or less, (2) have no lettering, (3) have no roof racks or similar racks, and (4) do not appear to be commercial trucks (the determination about appearance shall be made by the ARB in its sole discretion)], commercial vehicles, campers, mobile homes, recreational vehicles, motor homes, house trailers or trailers of every other description, boats, jet skis (or any other similar watercraft) boat and other watercraft trailers, horse trailers or vans, shall be permitted

to be parked or to be stored at any place on the Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use which are in acceptable condition in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of the Declarant or those required by any builder during construction on any Lot. No on-street parking shall be permitted without the prior written consent of the Declarant or the Association. In no event may any vehicle of any sort be repaired on any portion of the Property nor may any unlicensed, unregistered, or inoperable vehicle of any sort be permitted on the Property (including, but not limited to, any vehicle with a flat tire for more than forty-eight (48) hours). In the event any provision of this covenant is breached, the Declarant or the Association may have said truck, commercial vehicle, camper, mobile home, motorhome, house trailer, other trailer, recreational vehicle, boat, jet ski (or any other similar watercraft), boat or jet ski trailer, or horse trailer towed from the Property at the Lot Owner's sole cost and expense, and an Individual Assessment may be levied therefore against such Owner. For the purposes of this Declaration, the term "commercial vehicle" shall mean any car, van, truck or any other motorized vehicle which lettering on the exterior of such vehicle providing information regarding a business or product.

(k) Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All garbage and trash containers shall be kept within the Residences until disposed of within the dumpster(s) to be provided by the Association.

(l) Fences and Walls. Notwithstanding anything herein to the contrary, no fence, wall or other similar structure shall be erected on any Lot.

(m) Mailboxes. No mailboxes (including without limitation cluster mailboxes) or similar improvement shall be installed on any Lot unless the location thereof has been approved by the ARB and the materials therefor and color thereof have been approved by the ARB and are in accordance with such standards for materials and colors as may be adopted by the ARB.

(n) No Drying. To the extent lawful, no clothing, laundry or wash shall be aired or dried on any portion of the Property which is visible from the adjacent Lots, or the streets, or any other adjoining portion of the Property.

(o) Unit Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls or on any roof. Central air conditioning units shall be screened from view by such walls and/or landscaping as may be approved by the ARB. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (as determined by the ARB in its sole discretion) placed on any glass, except such as may be approved by the Architectural Review Board for energy conservation purposes.

(p) Exterior Antennas. No exterior antennas, microwave antennas, satellite antennas, microwave dish, satellite dish, transducers, or signal amplification systems for use in connection with television or radio equipment or the like shall be permitted on any Lot or improvement thereon without the prior written approval of the ARB which may be granted or denied in the sole discretion of the ARB, except that Declarant shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines.

- (q) **Recreational Facilities.** No tree houses, or skateboard or bicycle ramps shall be constructed or placed upon the Property. Basketball goals shall not be permitted on any Lot.
- (r) **Car Parking.** The parking spaces located within the Property are presently not assigned to any particular Owners. Notwithstanding the foregoing, at any time hereafter, the Association's Board of Directors shall be entitled to (i) pass such rules and regulations regarding the use of such parking spaces as the Association's Board of Directors determines to be appropriate and/or (ii) assign parking spaces located within the Property to such Owners and under such terms and conditions as the Association's Board of Directors determines to be appropriate.
- (s) **Residence.** Each Residence constructed on a Lot shall have a minimum of 1,000 square feet of heated and cooled living area.
- (t) **Roofs.** The roofs of the main body of all buildings and other structures, including the Residences, shall be pitched unless otherwise approved by the Architectural Review Board; provided, however, that so long as the Declarant owns any Lots, no flat roofs shall be permitted without the prior written approval of the Declarant, which approval may be withheld or granted in the Declarant's sole and absolute discretion.
- (u) **Grass.** No type or variety of grass other than St. Augustine grass or a hybrid thereof, except as permitted or required by law, shall be planted on any Lot, and such grass shall be fully planted on such areas where specified on a landscape plan approved by the Architectural Review Board. The planting of grass on each Lot shall be accomplished by the installation of full sod covering the entire area required to be grassed. Partial sodding, sprigging, plugging or seeding shall not be permitted, except to replace any dead sod.
- (v) **Irrigation Systems.** All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas. The Association is hereby granted a non-exclusive easement over, under and upon that portion of each of the Lots not covered by the structure of a Residence to install, operate, maintain, repair and replace irrigation lines and irrigation facilities.
- (w) **Precedence Over Less Stringent Governmental Regulations.** In those instances where the covenants, conditions and restrictions set forth in this Article set or establish minimum standards in excess of the ordinances, regulations and requirements of Osceola County, Florida and other applicable government authorities, including without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth in this Article shall take precedence and prevail over any such less stringent ordinances, regulations and requirements.
- (x) **Solar Panels.** Solar panels may only be constructed on the roof of a Residence so as not to be visible from the adjacent street (or configured so as to minimize visibly in the case of corner Lots) and only after review and approval by the ARB, in its sole and absolute discretion, except as permitted or required by law. The ARB reserves the right to promulgate such performance standards and requirements as it may deem desirable in regard to the installation of solar panels. To the extent applicable laws require otherwise, then the terms and conditions of applicable laws shall control.

- (y) **Destruction.** In the event of the destruction of all or any portion of a Residence on any Lot, the Owner of the Lot shall, within ninety (90) days, restore the single-family dwelling unit to its former condition. The Association's board of directors, in the exercise of its sole and absolute discretion, may extend the time frame within which such restoration work must be completed. The Association shall make available to such Owner any insurance proceeds received by the Association related to such damage for such reconstruction under such conditions as the Association may determine to be appropriate.
- (z) **Grills:** Grills shall not be permitted to be stored on or in any unit or patio. No Propane or gas of any nature is to be stored on or in any unit or patio. Grills may be stored offsite and brought in for use but must be used no less than 20 feet from the exterior of any building and when done with usage, grill must be removed from the community.
- (aa) **Increase in Insurance.** Nuisance. No Owner shall permit or suffer anything to be done or kept on his Lot (or single-family residential dwelling unit thereon) which could increase the rate of insurance on any Common Area or payable by the Association or any other Owner, or which could prevent the Association or any other Owner from obtaining such insurance, or which could annoy any other Owner by unreasonable noises or otherwise. Further, no Lot Owner shall commit or permit any nuisance, or immoral or illegal acts in or on any portion of the Property.
- (bb) **Additional Rules and Regulations.** In addition to the foregoing, the Association's board of directors shall have the right, power and authority, subject to the prior written consent and approval of Declarant, so long as Declarant owns any Lot within the Property, to promulgate and impose additional Rules and Regulations governing and/or restricting the use of all the property and lots in its jurisdiction, and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no Rules and/or Regulations so promulgated shall be in conflict with the provisions of this Declaration.

In addition to the foregoing, the ARB shall have the right, power and authority, subject to the prior written consent and approval of Declarant, to promulgate and impose rules and regulations governing and/or restricting the use of all the Property and Lots in its jurisdiction including without limitation rules and regulations relating to the placement or installation of any type of improvement on any Lot, and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules and regulations so promulgated shall be in conflict with the provisions of this Declaration. Any such rules and regulations so promulgated by the ARB shall be applicable to and binding upon all the Property and the Owners thereof and their successors and assigns, as well as all guests and invitees of and all parties claiming by, through or under such Owners.

ARTICLE VIII

MAINTENANCE AND REPAIR RESPONSIBILITIES; HAZARD INSURANCE

Section 1. By the Association. The Association shall operation, maintenance, repair, and replaces, as a Common Expense, the following portions of the Property, and shall have an easement over the Lots and the irrevocable right of access to the Lots and the Townhome Residential Buildings from time to time during reasonable hours as may be necessary in connection with the Neighborhood Association's maintenance obligations:

- (a) **Common Areas**. The Association shall maintain all common areas, or other areas for which the duty to maintain has been delegated to and accepted by the Association.
- (b) **Landscaping**. The Association shall be responsible for the maintenance and care of all landscaping throughout the subject property, in the unpaved portion of contiguous road rights-of-way, and in the portion of any pond or standing water or maintenance easement contiguous to any Lot or any Common Area. The Association shall plant, remove and/or replace sod, plants, flowers, shrubbery, and trees when in the sole discretion of the association same is appropriate and in the best interest of the Property. The Association's responsibility shall include mowing, trimming, pruning, edging, fertilizing, weed control, and landscape related insect and disease control. Notwithstanding the foregoing, if any owner installs landscaping on the Owner's Lot which is materially more expensive to maintain than the landscaping on the other lots, the Association will have the right to assess the Owner of such Lot for the extra cost of maintaining the special landscaping on such lot, or in the alternative the Association may require the applicable Owner to maintain such special landscaping as hereafter provided, and if the applicable owner fails to pay any such extra cost or maintain such landscaping, the Association will have the right to remove same in the sole discretion of the Association, without liability to the Owner.
- (c) **Building Exteriors and Roofs**. The Association shall maintain and periodically clean the roof and exterior walls of the Townhome Residential Buildings and shall periodically paint the exterior walls and similar exterior surfaces customarily painted in connection with the painting of the exterior walls. When the Association paints the exterior walls of the Townhome Residential Buildings, it will also perform minor repairs and maintenance customarily performed in connection with the painting of the exterior of a Townhome Residential Building, the nature and extent of which shall be in the discretion of the Board. Notwithstanding the foregoing, if any Owner makes any improvement to its Residential Unit which increases the cost to the Association of maintaining, painting, or cleaning the exterior of the Residential Unit as required herein, the Owner may be assessed for such cost by the Association. Except for the foregoing maintenance, painting, and cleaning, done at such times as is determined by the Board, the Association will not be responsible for any maintenance or repair of any Residential Unit and will not be responsible for repairing or replacing doors, garage doors, windows, and framing for same, and all such other maintenance of a Residential Unit shall be the responsibility of the Residential Unit Owner. Furthermore, the Association will not be liable for any damage to any Residential Unit, or to any improvement therein, or to any personal property of a Residential Unit Owner, caused by the Association's maintenance or repair, or failure to maintain or repair, any portion of the Residential Unit as required herein. The general color scheme of the Townhome Residential Buildings as originally constructed, may be changed at the discretion of the Board from time to time, unless affirmatively disapproved by a majority of the voting interests of the Owners. Notwithstanding anything contained herein to the contrary, the cost of providing the foregoing maintenance for any Townhome Residential Buildings shall be assessed only to the Owners of Residential Units within the Townhome Residential Buildings being maintained and shall be assessed equally among such Owners.
- (d) Subject to this Section, the Association shall have the right to maintain such other areas within or contiguous to the Property as the Board determines from time to time in the best interest of the Owners and the cost of any such maintenance shall be a Common Expense. Notwithstanding the foregoing, if for any reason the exterior walls, roof, or other portions of any Residential Unit in any Townhome Residential Building requires cleaning, painting or maintenance before such cleaning, painting or maintenance is generally required to be performed on the other Residential Units in the same Townhome Residential Building and the

Association determines to perform same; or if any clearing, painting or maintenance which would not otherwise then be performed by the Association is required due to the actions of any Owner, or the residents of any Residential Unit, or their tenants, guests, or invitees, the Owner of the Residential Unit shall be responsible for the cost of same and may be assessed for such cost by the Association. In addition, if any Owner or any occupant of any Residential Unit, or their tenant, guests, or invitees, damages any Common Area or any improvement thereon, the Owner of such Residential Unit shall be liable to the Association for the cost of repair or restoration to the extent not covered by the Association's insurance.

- (e) Exception for Casualty Damage. Notwithstanding the foregoing, in the event any portion of a Residential Unit required to be maintained by the Association is damaged or destroyed by fire, hurricane or other casualty normally covered by property insurance (whether or not the applicable Unit Owner actually maintains insurance that covers such damage or destruction), the Unit Owner shall be responsible for repairing and restoring any such damage and the Association shall not be responsible for same.

Section 2. By the Owners. Each Owner shall maintain its Residential Unit and all improvements upon his Lot in first class condition, except those portions of the Residential Unit and Lot which are to be explicitly maintained by the Association as provided herein.

- (a) The exterior of all Residential Units, including but not limited to roofs, walls, exterior doors, and garage doors, (except for cleaning, painting and/or maintenance to be performed by the Association as set forth herein), windows, patio areas, screenings, awnings, and other portions of the exterior of the Residential Units shall be maintained in first-class condition and repair and in a neat and attractive manner at all times by the unit owner. All sidewalks, driveways and parking areas within the Owner's Lot or serving the Owner's Residential Unit shall be cleaned and kept free of debris; and cracks, damaged and/or eroding areas on same shall be repaired, replaced, and/or resurfaced as necessary.
- (b) Each Owner shall be responsible for maintaining the interior of such Owner's Residential Unit in a neat and sanitary manner. The Association shall not be in any way responsible for any such interior maintenance, nor shall the Association be responsible for the maintenance of any of such Owner's electrical, plumbing, HVAC or any other mechanical systems or for any other maintenance obligations other than for the maintenance obligations specifically allocated to the Association in this Declaration.

Section 3. Special Provisions for "Primary Repairs". For purposes of this Declaration, the term "Primary Repair" means any repair required to be made to a portion of one or more Residential Units which if not made would materially and adversely affect any other Residential Units in the same Residential Townhome Building. It is acknowledged a Primary Repair includes a repair to the exterior of any Residential Unit, or to any structural components of a Residential Unit, whether exterior or interior, including any repairs to the slab floor, exterior walls, party walls, roof trusses or structure, and roof materials. Notwithstanding the foregoing, a Primary Repair does not include any maintenance or repair which if not made would not affect the structure or materially affect the exterior appearance of a Residential Unit or any other Residential Units in the same Residential Townhome Building.

- (a) It is acknowledged that in the event any Primary Repair is required, the Association has a special interest in making sure same is properly and timely performed so as not to adversely affect the other Residential Units within the same Residential Townhome Building. The Association, at the request of the Owner(s) of the Residential Unit(s) that will be repaired, may permit such Owner(s) to make any Primary Repair, in which event the Association shall have

the right to approve the contractor hired by the Owner(s) that will do so. In all other instances, the Association shall hire the contractor to make the Primary Repair. If a Primary Repair is only to a portion of one Residential Unit, the Owner(s) of the Residential Unit will be responsible for the entire cost of the Primary Repair. I

- (b) If a Primary Repair is required to be simultaneously made to portions of two or more Units, than the Owner(s) of each such Residential Unit shall be responsible for a portion of such cost, based upon the relative cost of the repair of the portion of the Residential Townhome Building bounding each Owner(s)' Residential Unit, as reasonably determined by the contractor hired by the Association to perform such Primary Repair. The Owner(s) of each Residential Unit required to pay for the cost of any Primary Repair may be required to deposit funds with the Association sufficient to pay for the Owner's share of the cost of same within ten (10) days after written demand by the Association.
- (c) If any Owner fails or refuses for any reason to deposit such funds, or to pay for the repair as required herein, the Association shall have the right but not the obligation to pay same on behalf of the defaulting Owner. In that event any funds advanced by the Association shall be assessed against the defaulting Owner, and the Association may collect such Assessment as it may with any other assessment and shall have a lien for same as elsewhere provided herein. In any event, the Association shall not have the obligation to make any Primary Repair to any Residential Unit or Residential Townhome Building if the Owner or Owners of the affected Units fail to deposit funds sufficient to pay for same as required herein.

Section 4. Hazard Insurance on Townhome Residential Buildings. In addition to any and all other insurance which the Association may elect to obtain, the Association shall maintain hazard insurance on the Townhome Residential Buildings in such amounts and with such companies as the Association may determine in its reasonable discretion. Notwithstanding the foregoing or anything else in this Declaration to the contrary, each Owner, and any tenant of any such Owner, shall be solely responsible for obtaining (i) such liability insurance as may be necessary to protect such owner or tenant (as the case may be) against claims typically covered by liability insurance and (ii) such other insurance as may be necessary to insure such Owner's or such tenant's personal property, as the case may be.

ARTICLE IX

PROPERTY RIGHTS IN COMMON AREAS; EASEMENTS

Section 1. Members Easements. Each Member, and each tenant, and every agent and invitee of such Member or tenant, shall have a nonexclusive permanent and perpetual easement over and upon the Common Area for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

- (a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Area and facilities in compliance with the provisions of this Declaration and the governing documents of the Association;
- (b) The right of the Association to suspend the Member's and/or Owners voting rights for any period during which any Assessment against his Lot remains unpaid, and for any infraction of the Association's rules and regulations; and
- (c) The right of the Association to adopt at any time and from time to time and enforce the use

of the Common Areas, if any, the Lots and Residential Townhome Buildings, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof. Any Rule and/or Regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

Section 2. Utility Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Area within the Property for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property. In addition, easements over, upon, under, through and across the Common Area within the Property are reserved to the Association and the Declarant, and may be declared or granted from time to time by the Declarant during any period that the Declarant shall own at least one (1) Lot, for such further utility, egress, ingress, or drainage easements over and across the Property as may be required from time to time to serve any other or additional lands during the course of development of same, whether such additional lands become subject to the jurisdiction of the Association and part of the Property or not. Regarding any easement declared by the Declarant, the joinder of the Association or any Lot Owner or Lot Owner's mortgagee shall not be required.

Section 3. Drainage Easements. Drainage easements have been declared and reserved on the Plat. Alteration, obstruction or removal of any drainage swales or drainage control facilities or structures other than by or on behalf of the Declarant and/or the Association is expressly prohibited. The Association may repair, replace and maintain such drainage swales, facilities and structures as it deems necessary and/or desirable. Each Owner hereby grants an easement and license to the Declarant, the Association and the St Johns River Water Management District over, upon and across such Owner's Lot in order to facilitate and accomplish the foregoing. Further, no Owner shall place, erect or construct any improvements or otherwise permit anything to occur within any Drainage Easement area which would in any way effect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Declarant or the ARB (as hereinafter defined).

Section 4. Conservation Easements. Declarant reserves the right to grant conservation easements and development rights to qualified grantees, including without limitation, Osceola County Florida and/or the St. Johns River Water Management District, over, upon and across the Common Area within the Property. There shall be no construction, clearing or grading in any area which is encumbered by a conservation easement, without approval from applicable governmental entities.

Section 5. Easements for Construction, Maintenance and performance of Obligations. Each Owner hereby grants to the Association, the Declarant, each Owner of the Lots immediately abutting the granting Owner's Lot, and all of their respective successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Residence to the extent reasonably necessary for the purpose of constructing, maintaining, repairing and replacing any improvements from time to time located on or to be constructed on any Lot abutting such Owner's Lot. In addition, each Owner hereby grants to the Association and the Association's successors, assigns, employees, agents, contractors and subcontractors, a non-exclusive easement on the granting Owner's Lot and within such granting Owner's Residence to the extent reasonably necessary for the purpose of allowing the Association to perform any and all of the Association's rights and/or obligations arising under this Declaration or elsewhere, including, but not limited to, the Association's maintenance, repair and replacement obligations such as lawn, landscaping and irrigation maintenance, repair, and replacement obligations, the Association's right to perform emergency repairs and the Association's obligations regarding the Common Roofs and Party Walls.

Section 6. Declarant Offices. Notwithstanding anything in this Declaration to the contrary, the Declarant shall have the specific right to maintain (or have its designees maintain) upon any portion of the

Property sales, administrative, construction or other offices without charge, and appropriate easements of access and use are expressly reserved unto the Declarant and its successors, assigns, employees and contractors, for this purpose.

Section 7. Additional Easements. Each Lot shall be subject to all easements shown on the Plat.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Neighborhood Association, or any Owner, shall 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 Neighborhood Declaration. Failure by the Neighborhood Association or by any Owner to enforce any covenant or restrictions herein contained shall under no circumstances be deemed a waiver of the right to do so thereafter.

Section 2. Amendments by Members. This Neighborhood Declaration may be amended by the affirmative vote of a majority of the Members present at a meeting at which a quorum has been established. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Neighborhood Declaration is approved as set forth above, the President and Secretary of the Neighborhood Association shall execute an Amendment to this Neighborhood Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting at which such amendment was adopted, and the date that notice of such meeting was given to the Members. Such amendment shall be recorded in the Public Records of Osceola County, Florida. Notwithstanding anything above to the contrary, as long as Declarant owns any interest in any real property within the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent.

Section 3. Amendments by Declarant. No amendment may be made to this Neighborhood Declaration by Declarant as to all or any portion of the Property without a vote of the Members as required by Section 2 above if such amendment would prejudice or impair to any material extent the rights of any Member or any mortgagee of record. Notwithstanding the foregoing, in addition to any other amendments, Declarant may be granted the right to make elsewhere herein, prior to Turnover as described in Article IX herein, Declarant may amend this Neighborhood Declaration, at any time, as to all or any portion of the Property unilaterally and without the consent of the Board, any Member, Owner, or other person claiming an interest in the Property by, through or under any Member or Owner in the following situations:

- (a) if such amendment is necessary' to bring any provision of this Neighborhood Declaration into compliance with any applicable law;
- (b) if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Property subject to this Neighborhood Declaration;
- (c) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, to enable such lender or purchaser to make or purchase mortgage loans encumbering any Property subject to this Neighborhood Declaration;
- (d) if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;

- (e) if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member.

Section 4. Declarant's Rights. For so long as Declarant owns any Lots in the Subdivision prior to Turnover, Declarant reserves and shall have the sole and exclusive right:

- (a) To amend, modify or grant exceptions or variances from any of the use restrictions set forth in Article IX of the Master Declaration without notice to or approval by other Owners or mortgagees.
- (b) Notwithstanding anything contained herein to the contrary in this Neighborhood Declaration, the Articles of Incorporation or Bylaws, the Declarant shall be entitled to use any unsold Lot as an aide in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property signs advertising the sale of Lots, construction trailers and sales trailers. The Declarant shall further have the right to transact on the Property, any business to consummate the sale of Lots, and all sales office and model furniture shall not be considered Neighborhood Association property and shall remain the property of the Declarant.
- (c) The Declarant, for itself, its successors and assigns, and the Neighborhood Association, hereby reserves a perpetual easement, on, over, and under the Property, including all Lots and the Common Areas, if any, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 6. Duration of Covenants. The covenants and restrictions of this Neighborhood Declaration shall run with the land and bind the Property and shall inure to the benefit of and be enforceable by the Neighborhood Association, the Declarant, and any Member and any Owner, their respective legal representatives, heirs, successors, and assigns for a term of twenty five (25) years from the date this Neighborhood Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by not less than 90% of the Owners is recorded in the public records terminating this Neighborhood Declaration.

Section 7. FHA/VA Approval. Notwithstanding anything herein to the contrary, as long Residential Units are being developed on the Property, Declarant may require the following actions to be approved in advance by (i) Department of Housing and Urban Development, and (ii) the Federal Housing Administration (and/or the Veterans Administration): annexation of additional real property to the Property; dedication of Common Area; and amendment of this Neighborhood Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by FHA/VA that Declarant make modifications to this Neighborhood Declaration, then Declarant shall have the right to so modify this Neighborhood Declaration without the necessity of joinder of the Board or any Owner or other party who may be affected.

Section 8. Communication. All communication from individual Lot Owners to the Declarant, its successors or assigns; the Board of Directors of the Neighborhood Association; or any officer of the Neighborhood Association shall be in writing in order to be deemed effective.

Section 9. Conflicts. In the event of a conflict between this Neighborhood Declaration and provisions of the Bylaws or the Articles of Incorporation, the terms of this Neighborhood Declaration shall control. In the event of a conflict between the Neighborhood Declaration and the Master Declaration, the terms of the

Master Declaration shall control.

ARTICLE X

TURNOVER

Section 1. Time of Turnover. The transfer of operation of the Neighborhood Association by the Declarant shall be conducted in accordance with requirements of Florida Statutes, § 720.307. Pursuant to statutory requirements. Members other than the Declarant are entitled to elect at least a majority of the members of the Board of Directors of the Neighborhood Association no later than three (3) months after ninety percent (90%) of all the Residential Units that will ultimately be constructed on the Property have been conveyed to Owners. Notwithstanding the foregoing. Declarant shall have the right to cause the Turnover of control from the Declarant to the Neighborhood Association at an earlier time, at Declarant's sole discretion. Declarant shall be entitled to appoint at least one member of the Board of Directors of the Neighborhood Association for so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of all the Residential Units that will ultimately be constructed on the Property.

Section 2. Procedure of Calling Turnover Meeting. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Neighborhood Association shall notify in writing all Class A and Class B Members of the date of the Turnover meeting and its purpose, which is the election of a new Board of Directors of the Neighborhood Association.

IN WITNESS WHEREOF, the foregoing has been adopted by the Board of Directors in accordance with Florida Law and this Declaration.

{SIGNATURE PAGES ON FOLLOW PAGES}

Witnesses:

Signature: _____

[Handwritten signature]

Print Name: ANDRES GUEVARA

Signature: _____

[Handwritten signature]

Print Name: CASSIA MOREANO

STATE OF FLORIDA ~~GEORGIA~~
COUNTY OF OSCEOLA ~~WINNETT~~

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of AUGUST 2021, by MARCELO ARAMENDI as the Secretary of Lake Berkley Resort Townhome Association, Inc., who is personally known to me or who produced a Driver's License as identification.

Association:

Sign: _____

[Handwritten signature]

Print: MARCELO ARAMENDI
as Secretary of Lake Berkley Resort
Townhome Association, Inc.

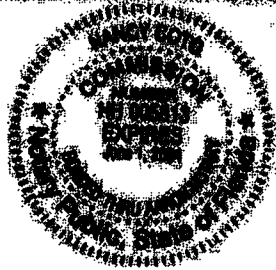


[Handwritten signature]

Notary Public
My Commission Expires: 9.2.22

STATE OF FLORIDA
COUNTY OF ORANGE
Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of August 2021, by Abriel Callesera as the President of Lake Berkeley Resort Townhome Association, Inc., who is personally known to me or who produced a Driver's License as identification.



Nancy Clara
Notary Public
My Commission Expires June, 2024

Witnesses:

Signature: [Signature]

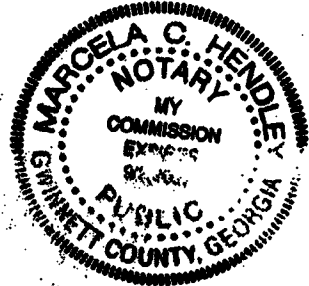
Print Name: ANDRES GUEVARA

Signature: [Signature]

Print Name: CASSIA MARIANO

Georgia
STATE OF FLORIDA
COUNTY OF ORANGE
GWINNETT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of August 2021, by Marcelo Aramendi as the Secretary of Lake Berkeley Resort Townhome Association, Inc., who is personally known to me or who produced a Driver's License as identification.



[Signature]
Notary Public
My Commission Expires 9.2.22

**BYLAWS
OF
LAKE BERKLEY RESORT TOWNHOME ASSOCIATION, INC.**

ARTICLE I

NAME AND LOCATION

The name of the corporation is Lake Berkley Resort Townhome Association, Inc. (hereinafter referred to as the "Association," a Florida not for profit corporation (hereinafter referred to as the "Neighborhood Association"). The initial principal office of the corporation shall be located at 6925 Lake Ellenor Dr. Suite 115, Orlando, FL 32809, but meetings of the Board of Directors of the Neighborhood Association may be held at such places within the State of Florida, County of Osceola, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms used in these Bylaws shall have the same meaning as defined in the Neighborhood Declaration of Covenants, Conditions and Restrictions for The Lake Berkley Resort Townhome Association, as the same may be amended and supplemented from time to time ("Neighborhood Declaration"), unless these Bylaws specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE III

MEETING OF MEMBERS

Section 1. **Annual Meetings**. The first annual meeting of the Members shall be held within approximately one year from the date of incorporation of the Neighborhood Association and each subsequent regular annual meeting of the Members shall be held annually, at such time and place as the Board may determine.

Section 2. **Special Meetings**. Special meetings of the Members may be called at any time by the President of the Neighborhood Association, by a majority of the Board of Directors, or upon written request of the Members that are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3. **Notice of Meetings**. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary of the Neighborhood Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member, addressed to the Member's address last appearing in the records of the Neighborhood Association, or supplied by such Member to the Neighborhood Association for the purpose of notice. Such notice may be made electronically to the electronic mailing address provided by such Member opting to receive notice electronically. Such notice

shall specify the time, date, and location of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Master Association Representation. The President of the Neighborhood Association shall be the Neighborhood Association's appointed member to the Master Association Board of Directors.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Neighborhood Declaration, or these Bylaws. Every act or decision done or made by an affirmative vote of a majority of the votes entitled to be cast by the Members present shall be regarded as the act of the Neighborhood Association. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote in attendance shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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 Neighborhood Association. Every proxy shall be revocable by the Member executing such proxy.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Number. Until Turnover of control by the Class B Member, the affairs of the Neighborhood Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Neighborhood Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant owns at least five percent (5%) of the Lots platted or to be platted in the Properties, the Declarant shall be entitled to appoint one member of the Board. All affairs of the Neighborhood Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Neighborhood Declaration. Upon turnover all members of the Board of Directors shall be a member of the neighborhood association.

Section 2. Terms. During Class B Membership, Directors shall be appointed to serve for one (1) year terms, unless a Director sooner resigns, dies, or is removed.

At the first Membership Meeting and Election following Turnover by the Class B Member, staggered terms of three (3) years shall be implemented for Directors as follows: the Members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years. The Director receiving the most votes will serve a three (3) year term; the Director receiving the next highest number of votes will serve a two (2) year term, and the remaining elected Director shall receive a term of one (1) year; at each annual meeting thereafter, the Members shall elect a number of Directors equal to that of those whose terms have expired for terms of three (3) years. At the expiration of any term any Director may be

re-elected. In the event that through the process of resignation and appointment, or change in the number of Directors in accordance with these Bylaws and/or the Articles, or failure to hold an election for any year, the terms of Directors shall deviate from the staggered system, the Directors may designate shorter terms for the election of certain seats on the Board so as to retain a system of staggered terms, provided that no elected Director may be required to shorten the term to which such Director was elected. Additionally, if there is a change to the number of Directors, such that the system of staggered terms as specifically provided by these Bylaws is not able to be followed, the Board of Directors is specifically authorized to set the length of terms for each Director to be elected at any election, provided that such implementation is to ensure that the number of Directors to be elected annually is as close to equal as possible, and that the pattern of electing approximately one-third of the total number of Directors to terms of approximately three years is continued to the greatest extent possible. Each Director, except in the case of death, resignation, retirement from the Board, disqualification, or removal, shall serve until the expiration of his/her term, or thereafter until his/her successor shall have been elected and qualified

Section 3. Removal. After Turnover any Director may be removed from the Board, with or without cause, by an affirmative vote of a majority of the eligible votes entitled to be cast by the Members of the Neighborhood Association. Prior to Turnover, the Declarant shall be entitled to remove Directors with or without cause and appoint replacement Directors. 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 Neighborhood 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 Board of 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

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such place, time, and date as may be determined by the Board of Directors. All meetings of the Board shall be open to all Members except meetings between the Board and its attorney with respect to proposed or pending litigation covering matters which would be governed by attorney/client privilege or as otherwise provided by Florida law. Except as otherwise provided in the Neighborhood Declaration, the Articles of Incorporation, or these Bylaws, notice of all Board meetings shall be posted in a conspicuous place within the community at least forty-eight (48) hours prior to any meeting except in an emergency. Notices of any Board meeting at which assessments will be considered and levied shall include a statement to that effect.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by a member of the Board of the Neighborhood Association or by any two Directors, after not less than forty-eight (48) hours' notice to each Director, unless such notice is waived by such 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.

Section 4. Voting. The Directors shall not vote by proxy or secret ballot at Board meetings except for purposes of election of officers. The Secretary of the Neighborhood Association, or a designated representative, shall record in the minutes of each meeting the vote of each Director on each matter brought before the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) Adopt and publish rules and regulations governing the use of the Common Areas, if any, the Lots and Residential Townhome Buildings, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the rights of Owners to use the Common Areas, if any, and/or impose fines on such Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Neighborhood Association. Such rights may also be suspended and/or fines levied in an amount of up to One Hundred Dollars (\$100.00) per day per violation up to twenty days and or \$2,000.00 after notice and hearing in accordance with applicable law, for a reasonable period for infraction of published rules and regulations. Any such fines shall bear interest at the highest rate permitted by law from the date due until paid and may be the subject of a claim of lien treated as any other assessment under the Neighborhood Declaration. Upon fourteen (14) days' notice to any Owner, tenant, guest or invitee against whom a fine or suspension is to be imposed, a committee of at least three (3) panel members, appointed by the Board who are not officers, directors or employees of the Neighborhood Association, shall hold a hearing upon any proposal by the Board to suspend for a reasonable period of time the rights of any Owner, his tenant, guest or invitee to use Common Areas and amenities, if any. and/or to levy reasonable liens, not to exceed One Hundred Dollars (\$100.00) per day per violation up to twenty days and or \$2,000.00 against any Owner, or an Owner's tenant, guest, or invitee for violations of the Neighborhood Declaration or any rules of the Neighborhood Association. This hearing shall not apply with respect to

suspensions or fines against any Owner for failure to pay assessments or other charges when due.

- (c) Exercise for the Neighborhood Association all powers, duties and authority vested in or delegated to the Neighborhood Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Neighborhood Declaration.
- (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 or consultants as may be deemed appropriate, and to prescribe their duties.

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

- (a) Supervise all officers, agents and employees of the Neighborhood Association, and to see that their duties are properly performed.
- (b) Fix, levy, collect and enforce payment of assessments, as more fully described in the Neighborhood Declaration.
- (c) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.
- (d) When appropriate, file and foreclose a lien against any Lot for which assessments, fines or costs to cure violations of the Neighborhood Declaration are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same.
- (e) Issue, or to 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.
- (f) Cause all officers or employees of the Neighborhood Association having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the Common Areas, if any, to be maintained in accordance with the Neighborhood Declaration.
- (h) Perform all such other duties as may be set forth herein or in the Neighborhood Declaration or as may be required by law.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of the Neighborhood Association shall be a President, Vice-President, Secretary, and 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 the Neighborhood Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer sooner dies, resigns, or is removed.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Neighborhood 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 by giving 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 and Positions. The offices of President, Vice President, Secretary and Treasurer may be held by the same person, with the exception that the offices of President and Vice President shall not be the same person. Any officer may also serve on the Board.

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 and shall co-sign all checks and promissory notes as necessary.
- (b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

- (c) Secretary. The Secretary shall record, or cause to be recorded, the votes and minutes of all meetings and proceedings of the Board and of the Members; serve, or cause to be served, notice of meetings of the Board and of the Members; keep, or cause to be kept, appropriate current records showing the Members of the Neighborhood Association together with their addresses, and shall perform such other duties as required by the Board.
- (d) Treasurer. The Treasurer shall receive and deposit, or cause to be received and deposited in appropriate bank accounts, all monies of the Neighborhood Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign, or cause to be signed, all checks and promissory notes of the Neighborhood Association; keep or cause to be kept, proper books of account; cause an annual audit of the Neighborhood Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare, or cause to be prepared, an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII

BOOKS AND RECORDS

The Neighborhood Association shall maintain all official records (including, but not limited to, current copies of the Neighborhood Declaration, Articles of Incorporation and these Bylaws) as required by §617.303(4), Florida Statutes. These records shall be made available for inspection and photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access from a Member as provided by Florida Law. The Board may adopt reasonable written rules governing access to, inspection and copying of Neighborhood Association records and may impose reasonable fees for such services as published by the Board from time to time to cover the costs of providing copies of Neighborhood Association records.

ARTICLE IX

ASSESSMENTS

As more fully provided in the Neighborhood Declaration, the Neighborhood Association shall levy annual, special, and individual 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 shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law, and the Neighborhood Association may bring an action at law against the Owner or Member personally obligated to pay the same and/or file and foreclose a lien against the Lot and the improvements thereon, together with interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment. No Owner or Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Area, abandonment of a Lot or for any other reason.

ARTICLE X

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Board of Directors by a vote of a majority of the Board. Such amendment shall be effective upon recording in the Public Records of Osceola County, Florida.

ARTICLE XIII

MISCELLANEOUS

Section 1. The fiscal year of the Neighborhood Association shall begin on the first 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 of the Neighborhood Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Neighborhood Declaration and these Bylaws, the Neighborhood Declaration shall control.

{SIGNATURE PAGES ON FOLLOW PAGES}

Witnesses:

Signature: _____

[Handwritten signature]

Print Name: ANDRES GUEVARA

Signature: _____

[Handwritten signature]

Print Name: CASSIA MOREANO

STATE OF FLORIDA ~~GEORGIA~~
COUNTY OF OSCEOLA ~~WINNETT~~

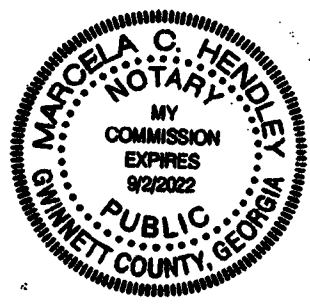
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of AUGUST 2021, by MARCELO ARAMENDI as the Secretary of Lake Berkley Resort Townhome Association, Inc., who is personally known to me or who produced a Driver's License as identification.

Association:

Sign: _____

[Handwritten signature]

Print: MARCELO ARAMENDI
as Secretary of Lake Berkley Resort
Townhome Association, Inc.

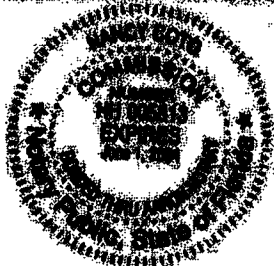


[Handwritten signature]

Notary Public
My Commission Expires: 9.2.22

STATE OF FLORIDA
COUNTY OF ORANGE
Miami Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of August 2021, by Abriel Callesera as the President of Lake Berkeley Resort Townhome Association, Inc., who is personally known to me or who produced a Driver's License as identification.



Nancy Clara
Notary Public
My Commission Expires June 2024

Witnesses:

Signature: [Signature]

Print Name: ANDRES GUEVARA

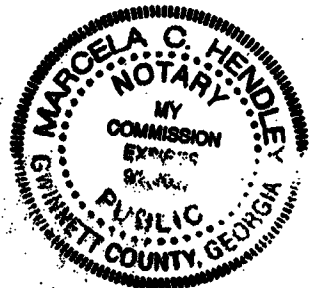
Signature: [Signature]

Print Name: CASSIA MARIANO

GEORGIA
STATE OF FLORIDA
COUNTY OF ORANGE

WINNETT

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of August 2021, by Marcelo Aramendi as the Secretary of Lake Berkeley Resort Townhome Association, Inc., who is personally known to me or who produced a Driver's License as identification.



[Signature]
Notary Public
My Commission Expires 9.2.22

**AMENDED AND RESTATE ARTICLES OF INCORPORATION OF
LAKE BERKLEY RESORT TOWNHOME ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned incorporator this day voluntarily adopts the following Articles of Incorporation for the purpose of forming a Florida not-for-profit corporation.

ARTICLE I – NAME

The name of the corporation is Lake Berkley Resort Townhome Association, Inc. (hereinafter referred to as the “Association”).

ARTICLE II – PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office of the Association is located at, and the mailing address of the Association is 6925 Lake Ellenor Dr. Suite 115, Orlando, FL 32809.

ARTICLE III – REGISTERED AGENT

The name and street address of the initial Registered Agent is:

Stephen Klosterman
c/o SRK Residential Communities LLC
6925 Lake Ellenor Dr. Suite 115
Orlando, FL 32809

ARTICLE IV – PURPOSE AND POWERS OF THE ASSOCIATION

1. The purpose for which the Association is organized is to provide an entity for the maintenance, preservation, management and architectural control of the Lots and Association Property located within Lake Berkley Resort Townhomes, a residential development located in Kissimmee, Osceola County, Florida, same to be in accordance with that certain “Neighborhood Declaration of Covenants, Conditions, and Restrictions for Lake Berkley Resort Townhomes, herein called the “Declaration”, which is to be recorded in the Public Records of Osceola County, Florida, as same may be amended. The Association shall have the further purpose of promoting the health, safety and welfare of the Owners and occupants of Lake Berkley Resort Townhome Association, Inc. The Association shall have and may exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, *Florida Statutes*, by law may now or hereinafter exercise.

2. 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 and preservation of the Common Areas, including the Surface Water or Stormwater Management System(s), and the architectural control of the Units within that certain residential community within Orange County, Florida known as Orchid & Mead Garden Townhomes, and to promote the health, safety

and welfare of the residents within the above-stated community and additions thereto as may hereafter be brought within the jurisdiction of this Association, and in furtherance of these purposes:

- a. prepare and adopt annual budgets;
- b. assess and collect assessments from the Owners;
- c. provide for the operation, care, upkeep, and maintenance of the Common Area, if any;
- d. designate, hire and dismiss the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;
- e. deposit all funds received on behalf of the Association in a bank depository which it shall approve, and use such funds to operate the Association; provided any reserve fund may be deposited in the Directors' best business judgment in depositories other than banks;
- f. make and amend the rules and regulations of the Association;
- g. subject to such conditions as may be provided in the Declaration, 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;
- h. subject to such conditions as may be provided in the Declaration, borrow money, sell any or all of its real or personal property, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- i. subject to such conditions as may be provided in the Declaration, dedicate, sell or transfer all or any part of the Common Area to any public agency or authority or utility for such purposes;
- j. subject to such conditions as may be provided in the Declaration, participate in mergers and/or consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area;;
- k. open bank accounts on behalf of the Association and designate the signatories required;
- l. make or contract for the making of repairs, additions, and improvements to or alterations of the Common Area and other real property, in accordance with the

Declaration, the By-Laws and these Articles (collectively, the “Governing Documents”);

- m. enforce by legal means, the provisions of the Governing Documents and the rules adopted by it and bring any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of its business judgment determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determine the Association’s position is not strong enough to justify taking enforcement action;
- n. obtain and carry insurance, as provided in the Declaration, provide for payment of all premiums, and file and adjust claims, as appropriate;
- o. pay the cost of all services rendered to the Association or its Members and not chargeable directly to specific owners;
- p. keep books with detailed accounts of the receipts and expenditures of the Association;
- q. make available to any prospective purchaser of a Unit, any Owner, and the holders, insurers and guarantors of any Mortgage on any Unit, current copies of the Governing Documents and all other books, records, and financial statements of the Association as required by Florida law;
- r. permit utility suppliers to use portions of the Common Area determined necessary in the sole discretion of the Board to the ongoing development or operation of the properties;
- s. indemnify a director, officer or committee member, or former director, officer or committee member of this Association, to the extent such indemnity is required by Florida law, the Bylaws, or the Declaration; and
- t. assist in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration.

ARTICLE V – MEMBERSHIP

The Members of the Association shall consist of the Declarant, Berkley Lake Townhomes LLC, a Florida limited liability company, and their assigns, as the Declarant Member, until such time as the Declarant Membership is terminated and converted to Regular membership as provided by the terms of the Declaration and all of the record Owners of Lots in Lake Berkley Townhomes subject to the Declaration and operated hereby. Change in the membership in the Association shall be established by the recording in the Public Records of Osceola County, Florida, of a deed or other instrument establishing a change of record title to a Lot in Lake Berkley Townhomes. The Owner designated in such instrument shall thereupon become a Member of the Association and the membership of the prior Owner shall thereupon be terminated, as provided in the By-Laws. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to the Member’s Lot.

ARTICLE VI – VOTING RIGHTS

The Owner of each Lot shall be entitled to one vote as a Member of the Association; provided however, that the Declarant shall be entitled to the number of votes as provided in the Declaration and Bylaws. The manner of exercising voting rights shall be determined by the By-Laws of the Association. Owners owning more than one Lot shall be entitled to one vote for each Lot owned. Voting rights shall be subject to such provisions for delegation of voting rights and the granting of irrevocable proxies as may be provided in the Declaration and the By-Laws.

ARTICLE VII – BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors (hereinafter referred to as the “Board”), consisting of such number of Members as may be determined from time to time in accordance with the Declaration and the By-Laws. In no event shall the Board consist of a fewer than three (3) nor more than seven (7) directors. Directors need not be a Members of the Association except as otherwise provided in the Declaration or Bylaws. Directors of the Association shall be elected at the annual meeting of the Members, in the manner provided by the Bylaws. The names and addresses of the initial persons who are to serve as directors until the election of their successors, or until they resign or are removed are as follows:

<u>Name</u>	<u>Address</u>
Abiel Ballesteros	6925 Lake Ellenor Dr. Suite 115 Orlando, FL 32809
Marcel D. Aramendi	6925 Lake Ellenor Dr. Suite 115 Orlando, FL 32809
Kevin Harris	6925 Lake Ellenor Dr. Suite 115 Orlando, FL 32809

The initial Directors designated by Berkley Lake Townhomes LLC, a Florida limited liability company, the Declarant named in the Declaration, and any Directors subsequently designated or appointed or elected by Declarant in accordance with the terms of the Declaration, need not be Members of the Association.

ARTICLE VIII – BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be altered, amended or rescinded by a majority of the Board, except as otherwise may be provided by the Bylaws and the Declaration.

ARTICLE IX-INCORPORATORS

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Marcel D. Aramendi	6925 Lake Ellenor Dr. Suite 115 Orlando, FL 32809

ARTICLE X-AMENDMENTS

In addition to any amendments to these Articles made by the Declarant pursuant to the rights and powers reserved by the Declarant in the Declaration, these Articles may be altered, amended or modified upon the affirmative vote of a majority of the voting interests present in person, by proxy, or by joinder and consent, or any combination thereof, in Lake Berkley Townhomes. Amendments may be proposed by the Declarant so long as they own any Lots in the Subdivision, by resolution of the Board, or by the Members owning ten percent (10%) of the Lots in Lake Berkley Townhomes. Provided, however, that no amendment affecting the Declarant, or its successors or assigns as the Declarant of Lake Berkley Townhomes, as defined in the Declaration, shall be effective without the prior written consent of the Declarant, its successors or assigns as such Declarant. Provided, further that no amendment shall make any change in the qualification for membership nor the voting rights of Members without the approval of all Members. No amendment shall be made which is in conflict with the Declaration.

ARTICLE XI-EXISTENCE

The term of the Association shall be perpetual.

ARTICLE XII-DEFINITIONS

Terms used herein and in the Bylaws shall have the definitions and meanings thereof set forth in the Declaration, unless the context shall otherwise require.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 20th day of July 2021. I affirm that the facts stated herein are true. I am aware that any false information submitted in this document to the Department of State constitutes a third degree felony as provided for in Section 817.155, F.S.



Marcel D. Aramendi, Incorporator

Date: 7-20-21

ACCEPTANCE BY REGISTERED AGENT

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and am familiar with and accept the obligations of my position as registered agent as provided for in Section 607.0505 of the Florida Statutes



Stephen Klosterman
Registered Agent

Date: 7-20-21