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This Instrument Prepared by:  
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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DECLARATION OF CONDOMINIUM  
OF  
JAMESON PLACE II, A CONDOMINIUM**

D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation ("Developer"), as owner in fee simple of the "Land" (as hereinafter defined), whose principal office is located at c/o D.R. Horton, Inc., 100 Rialto Place, Suite 800, Melbourne, Florida 32901, hereby makes this Declaration of Condominium of Jameson Place II, a Condominium ("Declaration") to be recorded amongst the Public Records of Brevard County, Florida ("County"), where the Land is located, and states and declares:

**1. SUBMISSION STATEMENT**

Developer is the owner of record of the "Condominium Property" (as hereinafter defined) and does hereby submit "Phase 4" (as hereinafter defined) to condominium ownership pursuant to the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County ("Act").

**2. NAME**

The name by which the condominium created hereby ("Condominium") and the Condominium Property are to be identified is:

**JAMESON PLACE II, A CONDOMINIUM**

**3. PHASE CONDOMINIUM - LAND**

The land which will have become part of the Condominium Property when, as and if all of the "Phases" (as hereinafter defined) are added to the Condominium Property is described in Exhibit A ("Land") attached hereto and made a part hereof. The legal description of the portion of the Land ("Initial Phase Land") constituting "Phase 4" of the Condominium Property is set forth on Exhibit B-4 attached hereto and made a part hereof. The legal descriptions of the portions of the Land constituting each "Subsequent Phase" (Phases 5 through 7) (as hereinafter defined) of the Condominium Property are set forth on Exhibits B-5 through B-7, attached hereto and made a part hereof.

#### 4. DEFINITIONS

The terms contained in this Declaration shall have the meanings given in the Act and, for clarification, the following terms have the following meanings:

4.1. "Act" means the Condominium Act, Chapter 718, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

4.2. "Articles" means the Articles of Incorporation of the Association filed with the Department of State, State of Florida, on February 5, 2007, under Document Number N07000001255, as amended, attached as Exhibit C and incorporated herein by reference.

4.3. "Assessments" means the assessments for which all Home Owners are obligated to the Association pursuant to the Act, as well as common law assessments which are created by this Declaration and are covenants running with the land, and include:

4.3.1. "Annual Assessment," which includes, but is not limited to, each Home Owner's annual share of funds required for the payment of Common Expenses as determined in accordance with this Declaration and each Home Owner's annual share of funds required for the payment of "Association Expenses" (as hereinafter defined); and

4.3.2. "Special Assessments" which include any Assessments levied by the Board (with the approval of a majority of Home Owners), in addition to the Annual Assessment and are more particularly described in Section 21.2 herein.

4.4. "Association" means Jameson Place Condominium Association, Inc., a Florida corporation not for profit, responsible for operating the Condominium, "Jameson Place I" (as hereinafter defined) and any other condominiums which may be created in Jameson Place. The Association is a multicondominium Association.

4.5. "Association Expenses" means the costs and expenses incurred by the Association in connection with the operation, management, maintenance, repair and replacement of the Association Property which are attributable to the Condominium. As described in Section 6.5 below, Association Expenses are shared on a pro rata basis by the Home Owners in the Condominium, the unit owners in Jameson Place I and the unit owners in any other Jameson Place Condominium, if any, created within Jameson Place. The unit owners in Jameson Place I and the unit owners in any other Jameson Place Condominium(s), if any, are referred to herein as "Other Home Owners."

4.6. "Association Property" means any property, real and personal, which is owned or leased by, or is dedicated by a recorded plat or by separate deed to, the Association for the use and benefit of the Members of the Association.

4.7. "Board" means Board of Directors of the Association.

4.8. "Building(s)" means the structure(s) within the Condominium Property in which the Homes are located.

4.9. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit D and incorporated herein by reference.

4.10. "Common Elements" means:

4.10.1. The Condominium Property, other than the Home;

4.10.2. Easements through the Homes, as applicable, for conduit ducts, plumbing, wiring and other facilities and equipment for furnishing of utility services and/or telecommunications to Homes and the Common Elements;

4.10.3. An easement of support in every portion of a Home which contributes to the support of a "Building" (as hereinafter defined) submitted to condominium ownership;

4.10.4. Property and installations required for the furnishing of utility services and other services for more than one Home, the Common Elements, or a Home other than the Home containing the installation; and

4.10.5. Such portion or portions of the Land, when, as and if same are submitted to condominium ownership.

4.11. "Common Expenses" means common expenses for which the Home Owners are liable to the Association as defined in the Act and as described in the Condominium Documents and include:

4.11.1. The expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, cost of fire and extended coverage insurance on the Condominium Property required to be insured by the Association; and

4.11.2. Any other expenses designated, not inconsistent with the Act, as Common Expenses from time to time by the Board.

4.12. "Common Surplus" means the excess of receipts of the Association collected on behalf of Jameson Place Condominium(s) (including, but not limited to, assessments, rents, profits and revenues, on account of the Common Elements) over the Common Expenses.

4.13. "Condominium" means that portion of the Land described in Exhibit A attached hereto and the improvements thereon being submitted to condominium ownership pursuant to this Declaration, as the same may be amended from time to time. If fully developed as planned, it is anticipated that the Condominium will be comprised of a maximum of forty-eight (48) Homes contained within four (4) residential Phases each containing a two (2)-story Building which will contain twelve (12) Homes each and other Common Elements as provided in this Declaration. The Condominium is sometimes referred to herein as Jameson Place II.

4.14. "Condominium Documents" means in the aggregate this Declaration, the Articles, Bylaws, any rules and regulations promulgated by the Association and all of the instruments and documents referred to therein and executed in connection with the Condominium and all amendments to the foregoing.

4.15. "Condominium Property" means the real property submitted to condominium ownership as part of the Condominium and all improvements thereon, including, but not limited to, the Home and the Common Elements. The easements described and set forth in this Declaration are intended to comply with Section 718.104(4)(n) of the Act. Notwithstanding anything contained herein to the contrary, however, the term "Condominium Property" shall not include any telecommunications lines and equipment owned by a utility and/or telecommunication firm(s) and/or other legal entity(ies) which have contracted with or have imposed other legal requirements upon Developer and/or the Association to provide a utility or telecommunications service and/or equipment nor shall Condominium Property include telecommunications equipment, if any, owned by Developer, the title to which is hereby specifically reserved unto Developer, or as the case may be, their respective successors and/or assigns. No portion of the land within any Subsequent Phase shall be included in the term "Condominium Property" until and unless such Subsequent Phase is submitted to condominium ownership by amendment to this Declaration.

4.16. "Conservation Easement" means that certain conservation easement by and between D.R. Horton, Inc.-Jacksonville and the St. Johns River Water Management District recorded in Official Records Book 5546, Page 5121 of the Public Records of the County, as required by the District Permit (as hereinafter defined) and discussed in subsection 19.2.3 hereof.

4.17. "County" means Brevard County, Florida.

4.18. "Declaration" means this document and any and all amendments or supplements hereto.

4.19. "Developer" means D.R. Horton, Inc.-Jacksonville, a Delaware corporation, its grantees, corporate successors and assigns. Developer shall have the right to assign any and all of the rights and privileges reserved for Developer under this Declaration and the other Condominium Documents. A Home Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Developer or of the rights of Developer under the Condominium Documents unless such Home Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Developer.

4.20. "Home" means "Unit" as described in the Act and is that portion of the Condominium Property within the Condominium which is subject to exclusive ownership.

4.21. "Home Owner" means "Unit Owner," as defined in the Act, and is the owner of a Home.

4.22. "Institutional Mortgagee" means Developer or any of its affiliates, designees or other entities related to Developer, any lending institution having a mortgage lien upon a Home, including, but not limited to, any of the following institutions or entities: (i) a federal or state savings and loan association or bank doing business in the State of Florida or a life insurance company doing business in Florida which is approved by the Commissioner of Insurance of the State of Florida, or bank or real estate investment trust, or a mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America; or (ii) any and all investing or lending institutions ("Lender")

which have loaned money to Developer in order to enable Developer to acquire, or construct improvements upon, any portion of Jameson Place and which holds a first mortgage upon such portion of Jameson Place as security for such loan; or (iii) any pension or profit sharing funds qualified under the Internal Revenue Code; or (iv) the Veterans Administration or the Federal Housing Administration or the Department of Urban Development or other lenders generally recognized in the community as institutional lenders; or (v) such other Lenders as the Board shall hereafter designate as such in writing which have acquired a mortgage upon a Home; or (vi) any "Secondary Mortgage Market Institution," including Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such other Secondary Mortgage Market Institution as the Board shall hereafter designate as such in writing which has acquired a mortgage upon a Home; or (vii) Developer, its successors and assigns.

4.23. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation and, if no such rate is designated by law, then eighteen percent (18%) per annum.

4.24. "Jameson Place" means that planned residential multicondominium development which is currently being developed by Developer, and which contains Jameson Place I, Jameson Place II and any other Jameson Place Condominium(s), if any, and the Association Property. The Association is responsible for operating and administering the Jameson Place Condominiums and the Association Property.

4.25. "Jameson Place Amenity Center" means the recreational facilities and amenities, as shown on the Site Plan, attached hereto as Exhibit E, located on the Association Property and available for use by the Home Owners and the Other Home Owners, along with their respective family members, guests, invitees and lessees and the "Other Amenity Center Users" (as hereinafter defined and discussed in Section 10.3) and include a non-heated swimming pool with a pool deck surrounding the pool and a clubhouse building containing, among other facilities and amenities, a fitness room and restrooms.

4.26. "Jameson Place Condominium(s)" means this Condominium, Jameson Place I and any other condominium (if any) created upon any portion of the Land or any portion of Jameson Place and administered by the Association.

4.27. "Jameson Place I" means the condominium created in Jameson Place, also by Developer, pursuant to the Declaration of Condominium of Jameson Place, a Condominium, recorded in Official Records Book 5762, Page 8849, of the Public Records of the County, as same may be amended and supplemented from time to time ("Jameson Place I Declaration"), which contains two hundred four (204) condominium units. Jameson Place I is also operated by the Association and the Other Home Owners within Jameson Place I are obligated to share on a *pro rata* basis the costs and expenses associated with the maintenance, operation, repair and replacement of the Association Property as described in Section 6.5 below.

4.28. "Jameson Place II" means the name given to the planned residential development which is currently being developed by Developer, and which is planned to contain a maximum of forty-eight (48) Homes in four (4) phases, which are each to contain a two (2)-story residential Building with twelve (12) Homes each and other Common Elements, as provided in this Declaration. Jameson Place Two is sometimes herein referred to as the Condominium.

4.29. "Legal Fees" means: (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.

4.30. "Limited Common Element" means those Common Elements which are reserved for the use of certain Homes to the exclusion of other Homes as more particularly described in Sections 5.3 and 6.2 hereof.

4.31. "Listed Mortgagee" means the holder, insurer, or guarantor of a mortgage encumbering a Home of which the Association has been notified pursuant to Section 30.3 herein.

4.32. "Member" means a member of the Association.

4.33. "Phase" or "Phases" means that portion of the Land and improvements thereon, as contemplated by Section 718.403 of the Act, which may become part of the Condominium Property by recording this Declaration or an amendment hereto.

4.34. "Public Records" means the Public Records of the County.

4.35. "Subsequent Phases" means those portions of the Land and improvements thereon, other than the Initial Phase, which Developer may, but shall not be obligated to, submit to the Condominium Property, in whole or in part, and shall consist of Phases 5 through 7, inclusive.

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

## 5. DESCRIPTION OF IMPROVEMENTS - INITIAL PHASE

### 5.1. Description of Improvements - Initial Phase.

The portion of the Land and improvements (collectively "Initial Phase") being submitted to condominium ownership pursuant to this Declaration are described on the "Initial Phase Survey" (as hereinafter defined). The improvements in the Initial Phase include one (1) two (2)-story residential Building containing twelve (12) Homes, each of which is designated as described in subsection 5.2.2 and easements rights in certain property within the Condominium.

### 5.2. Initial Phase Survey.

5.2.1 Annexed hereto as Exhibit B-4 and made a part hereof is the Survey, Plot Plan and Graphic Description of Improvements for the Initial Phase which includes a survey of the land in the Initial Phase, graphic description of the improvements in which the Home and the Common Elements are located and plot plan thereof (all of which are herein collectively referred to as the "Initial Phase Survey"). The Initial Phase Survey shows and identifies thereon the

Common Elements and every Home, their relative location and approximate dimensions. There is attached to the Initial Phase Survey and made a part of this Declaration a certificate of a surveyor prepared, signed and conforming with the requirements of Section 718.104(4)(e) of the Act.

5.2.2. Description and Identification of Homes. The Homes in Phase 4 shall be identified by a one (1)-digit number (representing the Phase), followed by a hyphen and a one (1) or two (2) digit number representing the Home (e.g. 4-1, 4-2, 4-3, *etc.*) and is so referred to herein and in the Exhibits hereto. No Home bears the same designation as any other Home in the Condominium.

5.2.3. Garages. The garage shown on the Initial Phase Survey for each Home shall be a part of the Home as shown thereon for the exclusive use of the Home Owner of such Home. The Home Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

### 5.3 Limited Common Elements.

5.3.1 Lanai. Each area shown as a "Lanai" on the Initial Phase Survey shall be a Limited Common Element to the Home to which it is adjacent, which Lanai shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Lanai. In the event a repair related to the construction of the Lanai is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Lanai, such as but not limited to tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Lanai. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Lanai.

5.3.2 Entry. Each area shown as "Entry" on the Initial Phase Survey shall be a Limited Common Element for the exclusive use of the Home(s) served thereby, which Entry shall be maintained by the Association.

5.3.3 A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Home, including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

5.3.4 Driveways. Each area shown on the Initial Phase Survey as a "Driveway" which is limited to the amount of space required to park a vehicle shall be a Limited Common Element reserved for the exclusive use of the Home Owner of the Home adjacent thereto, which Driveway shall be maintained by the Association; provided, however, day to day cleaning of the Driveways shall be the responsibility of the Home Owner.

## 6. DESCRIPTION OF IMPROVEMENTS IN SUBSEQUENT PHASES

### 6.1. Subsequent Phases.

6.1.1. Condominium Property. Developer is developing the Condominium Property as a phase condominium as provided for by Section 718.403 of the Act. In addition to the portion of the Land and improvements described on the Initial Phase Survey being submitted to condominium ownership pursuant to this Declaration, Developer contemplates that all or a portion of the Subsequent Phases may, by amendment or amendments hereto, be added to the Condominium Property as an additional Phase or additional Phases. If, as and when Subsequent Phases are added, the Condominium Property shall be enlarged and expanded so as to encompass and include the real property, the improvements thereon, and the easements and rights appurtenant thereto which are submitted to condominium ownership as parts of such Subsequent Phase or Phases, and each Subsequent Phase added to the Condominium Property will utilize the stormwater management system permitted by the St. Johns River Water Management District.

6.1.2. Subsequent Phase Surveys. Annexed hereto as Exhibits B-5 through B-7, inclusive are the surveys, plot plans and graphic descriptions of improvements for Phases 5 through 7 ("Phase 5 Survey," "Phase 6 Survey" and "Phase 7 Survey"). Notwithstanding any indications to the contrary herein contained, Developer may make nonmaterial changes in the description(s) of any Subsequent Phase more particularly described on the Phase 5 Survey, Phase 6 Survey and Phase 7 Survey (collectively, the "Subsequent Phase Surveys").

6.1.3. Minimums and Maximums. While at the time of recordation of this Declaration, Developer plans to include the number of Homes in each Subsequent Phase as set forth in the following chart, the Act requires that the Declaration also set forth the minimum and maximum number of Homes which Developer reserves the right to add in each Subsequent Phase, which information is set forth in the following chart:

<u>PHASES</u>	<u>NUMBER OF RESIDENTIAL BUILDINGS</u>	<u>NUMBER OF HOMES</u>		
		<u>Minimum</u>	<u>Planned</u>	<u>Maximum</u>
5-7	3	12	12	14

While Developer plans that the general size for each Home Type A (Lexington) will be approximately One Thousand Three Hundred Fifty-Four (1354) air conditioned square feet (excluding the Lanai and the garage), that the general size for each Home Type B (Newport) will be approximately One Thousand Four Hundred Seventy-Three (1473) air conditioned square feet (excluding the Lanai and the garage), that the general size for each Home Type C (Dover) will be approximately One Thousand Two Hundred Eighty-Four (1284) air conditioned square feet (excluding the Lanai and the garage), that the general size for each Home Type D (Danbury) will be approximately One Thousand Two Hundred Thirty (1230) air conditioned square feet (excluding the Lanai and the garage), that the general size for each Home Type E (Hartford) will be approximately One Thousand Three Hundred Forty-Six (1346) air conditioned square feet (excluding the Lanai and the garage), and that the general size for each Home Type F (Compton) will be approximately One Thousand Seventy-Nine (1079) air conditioned square feet (excluding the Lanai and the garage); Developer reserves the right to include in the Condominium Homes for Home Types A (Lexington) ranging in size from a minimum of One Thousand One Hundred Fifty-Four (1154) air conditioned square feet (excluding the Lanai and the garage) to a maximum

of One Thousand Five Hundred Fifty-Four (1554) air conditioned square feet (excluding the Lanai and the garage); for Home Types B (Newport) ranging in size from a minimum of One Thousand Two Hundred Seventy-Three (1273) air conditioned square feet (excluding the Lanai and the garage), to a maximum of One Thousand Six Hundred Seventy-Three (1673) air conditioned square feet (excluding the Lanai and the garage); for Home Types C (Dover) ranging in size from a minimum of One Thousand Eighty-Four (1084) air conditioned square feet (excluding the Lanai and the garage), to a maximum of One Thousand Four Hundred Eighty-Four (1484) air conditioned square feet (excluding the Lanai and the garage); for Home Types D (Danbury) ranging in size from a minimum of One Thousand Thirty (1030) air conditioned square feet (excluding the Lanai and the garage) to a maximum of One Thousand Four Hundred Thirty (1430) air conditioned square feet (excluding the Lanai and the garage); for Home Types E (Hartford) ranging in size from a minimum of One Thousand One Hundred Forty-Six (1146) air conditioned square feet (excluding the Lanai and the garage), to a maximum of One Thousand Five Hundred Forty-Six (1546) air conditioned square feet (excluding the Lanai and the garage); and for Home Types F (Compton) ranging in size from a minimum of Eight Hundred Seventy-Nine (879) air conditioned square feet (excluding the Lanai and the garage) to a maximum of One Thousand Two Hundred Seventy-Nine (1279) air conditioned square feet (excluding the Lanai and the garage).

6.1.4. Description and Identification of Homes. Each Home in any Subsequent Phase, if any such Subsequent Phase is submitted to the Condominium Property pursuant to a "Subsequent Phase Amendment" (as hereinafter defined), shall be identified by a one (1) digit number (representing the Phase), followed by a hyphen and a one (1) or two (2) digit number representing the Home (e.g., 5-1 in Phase 5, 6-10 in Phase 6, *etc.*) and is so referred to herein and in the Exhibits hereto. No Home in any Subsequent Phase which is added to the Condominium Property shall bear the same identifying number as any other Home in the Condominium.

6.1.5. Garages. The garage shown on the Subsequent Phase Surveys for each Home shall be a part of the Home as shown thereon for the exclusive use of the Home Owner of such Home. The Home Owner shall maintain the garage door and appurtenant equipment and the interior of the garage; the exterior surface of the garage and the replacement of the garage door shall be the responsibility of the Association.

## 6.2. Limited Common Elements.

6.2.1. Lanais. Each area shown as a "Lanai" on the Subsequent Phase Surveys shall be a Limited Common Element of the Home to which it is adjacent, which Lanai shall be maintained by the Home Owner as well as any sliding doors or screens adjacent to or part of the Lanais. In the event a repair related to the construction of the Lanai is required, the Association shall be responsible for such repair. If the Home Owner of the Home installs a covering on the surface of the Lanai, such as but not limited to tile, then the covering shall remain the personal property of such Home Owner and the Association shall not be responsible for any damage to such personal property in connection with any repair to the Lanai. Notwithstanding anything herein to the contrary, the Association shall be responsible for any painting of the exterior walls of the Lanai.

6.2.2. Entry(s). Each area shown on the Subsequent Phase Surveys as "Entry" shall be a Limited Common Element for the exclusive use of the Home(s) served thereby, which Entry shall be maintained by the Association.

6.2.3. A/C Land. The A/C Land in each Phase upon which is situated all air conditioning equipment located outside a Home, including the compressors located adjacent to the Building in which the Home is located and the coolant lines between such compressors and the Home, shall be a Limited Common Element for the exclusive use of the Home served thereby. The air conditioning equipment itself shall be owned, maintained, repaired and replaced by each Home Owner whose Home is served thereby.

6.2.4. Driveways. Each area shown on the Subsequent Phase Surveys as "Driveway" which is limited to the amount of space required to park a vehicle shall be a Limited Common Element reserved for the exclusive use of the Home Owner of the Home adjacent thereto, which Driveway shall be maintained by the Association; provided, however, day to day cleaning of the Driveways shall be the responsibility of the Home Owner.

### 6.3. Changes in Subsequent Phases.

Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred to in this Article 6 or Articles 5 or 7 hereof, including, but not limited to, legal, graphic, alphabetical, numerical, narrative and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Home in such Phase to a Home Owner. Such an amendment shall not require the execution thereof by the Association, Institutional Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Home Owner, other than Developer, shares the Common Expenses and the Common Surplus or owns the Common Elements, in which event such Home Owner whose share of Common Elements, Common Expenses and Common Surplus is being so changed and the Institutional Mortgagees of record holding mortgages on the affected Home must consent in writing thereto; or (ii) such change materially and adversely affects a Home Owner as determined by Developer in the reasonable discretion of Developer, in which event such Home Owner and the Institutional Mortgagee of record holding the mortgage on the affected Home must consent thereto in writing or such amendment must be adopted in accordance with Article 28 hereof.

### 6.4. Addition of Subsequent Phases - No Prescribed Order.

Notwithstanding the numerical sequence of the Subsequent Phases or any inference that can be drawn therefrom or from any other provision of the Condominium Documents, Developer reserves the right to submit Subsequent Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Subsequent Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

### 6.5 Association Property and Association Expenses.

The Association Property consists of the real property and improvements located thereon more particularly described in that certain Quit Claim Deed recorded or to be recorded in the Public Records of the County. The improvements located within the Association Property include recreation areas, stormwater management facilities, common parking areas, internal

roadways, lakes, trash compactors, mail kiosks, wetland and conservation area(s), if any, buffers, perimeter walls, gated entry (if any) and other common areas within Jameson Place, all as depicted on the Site Plan attached hereto.

The Association is the entity responsible for administering the Association Property for the benefit of the Members of the Association and any other persons granted use rights thereto by Developer. The Association shall itemize separately in the annual budget of the Association and all adjustments and revisions thereto, the Association Expenses anticipated to be incurred by the Association to administer, operate, maintain, repair and improve the Association Property, including, but not limited to, the cost and expense of any taxes and insurance which can be determined as applicable solely to the Association Property. The Association Expenses shall be assessed among all existing Homes and the "Other Homes Subject to Assessment" (as hereinafter defined). Each Home's share of the Association Expenses shall be the product of the multiplication of the Association Expenses multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the "Total Homes" (as hereinafter defined). All existing Homes and each Other Home Subject to Assessment shall also be responsible for its proportionate share of any expense with respect solely to the Association Property which would be subject to a Special Assessment levied by the Association and applicable solely to the Association Property. "Other Homes Subject to Assessment" shall mean (A) the total number of other homes ("Other Homes") developed on any portion of Jameson Place for which either: (i) title has been transferred by Developer to a purchaser; or, (ii) a certificate of occupancy or its equivalent has been issued for thirty (30) days by the appropriate governmental agency (which such Other Homes may be residences in non-condominium residential buildings); and, (B) to which Developer has granted the right to use the improvements located upon the Association Property. "Total Homes" as used herein shall mean the sum of the number of Homes within the Condominium and the number of Other Homes Subject to Assessment as determined from time to time. In the event of condemnation of any Other Homes Subject to Assessment, assessments against such Other Homes Subject to Assessment shall be reduced or eliminated on the same basis as Assessments shall be reduced or eliminated with respect to Homes. The portion of such Association Expense attributable to the Homes shall be treated as a Common Expense hereunder. The share of each Home Owner and each Other Home Owner in Jameson Place in the Common Surplus of the Association shall be determined in the same manner as set forth in this Section.

## 7. PHASE DEVELOPMENT

### 7.1. Impact of Subsequent Phases on Initial Phase.

7.1.1. Common Elements of Initial Phase. The Common Elements as shown on the Initial Phase Survey and included in the Initial Phase will be owned by all Home Owners in all Phases submitted to the condominium form of ownership as a portion of the Condominium Property pursuant to this Declaration and amendments hereto, if any.

7.1.2. Subsequent Phase Not Added. If any Subsequent Phase does not become part of the Condominium Property, no portion of such Subsequent Phase (including, but not limited to, the portion which would have constituted the Common Elements) shall become a part of the Condominium Property.

7.1.3. Common Elements of Subsequent Phases. If any Subsequent Phase is added to and does become a part of the Condominium Property, then all of the Common

Elements constituting a portion of such Subsequent Phase shall become a part of the Common Elements of the Condominium Property, with such Common Elements being owned in undivided shares by all Home Owners in all Phases then and thereafter constituting a portion of the Condominium.

7.1.4. Share of Ownership Upon Submission of Only Initial Phase. If only the Initial Phase is submitted to the Condominium Property pursuant to this Declaration, there will be twelve (12) Homes in the Condominium, each having as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements, such share being one twelfth (1/12).

7.1.5. Share of Ownership Upon Submission of Subsequent Phases. If any Subsequent Phase, in addition to the Initial Phase, is submitted to the Condominium Property, then each Home in all Phases submitted to the Condominium Property shall have as appurtenances thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. If all Subsequent Phases are submitted, as planned, to condominium ownership as a portion of Condominium Property pursuant to an amendment or amendments to this Declaration, the total number of Homes shall be forty-eight (48) and each Home shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements, such share being one forty-eighth (1/48). The number of Homes planned to be included in each Subsequent Phase if, as and when added to the Condominium, is set forth in Article 6 hereof.

## 7.2. Withdrawal Notice.

Developer, in its absolute discretion, reserves the right to add or not to add any or all of the Subsequent Phases as part of the Condominium Property. Hence, notwithstanding anything contained in this Declaration to the contrary, no portion of any Subsequent Phase shall be affected or encumbered by this Declaration unless and until such Subsequent Phases are added to the Condominium Property by amendment to this Declaration recorded amongst the Public Records. Notwithstanding the fact that the foregoing portion of this Section 7.2 is self-operative, if Developer determines not to add any or all Subsequent Phases to the Condominium Property, Developer may, in addition to any action otherwise required by the Act, record amongst the Public Records a notice ("Withdrawal Notice") to the effect that such Subsequent Phase or Subsequent Phases shall not be added to the Condominium Property. Further, should Developer record amongst the Public Records a Withdrawal Notice with respect to one (1) or more, but not all, of the Subsequent Phases, Developer shall retain the right to record additional Withdrawal Notices with respect to any or all of the Subsequent Phases, which were not submitted to the Condominium Property and are not covered by any prior Withdrawal Notice. Notwithstanding anything contained herein to the contrary, in the event Developer records amongst the Public Records one (1) or more Withdrawal Notices, then Developer shall have all rights permissible by law with respect to ownership of the Subsequent Phases covered by any and all such Withdrawal Notices, including, but not limited to, the right to develop such Subsequent Phase and/or Subsequent Phases as one (1) or more separate condominiums, single family homes, townhouses or villa units or one or more non-condominium residential buildings.

## 8. UNDIVIDED SHARES IN COMMON ELEMENTS

### 8.1. Appurtenance.

8.1.1. Ownership of the Common Elements and Membership in the Association. Each Home shall have as an appurtenance thereto one (1) vote in the Association and an equal undivided share of ownership in the Common Elements. As each Subsequent Phase is added to the Condominium, each Home's fractional interest in the Common Elements will decrease based upon the number of Homes in the Subsequent Phase being added to the denominator.

8.1.2. Right to Use Common Elements. Each Home shall have as an appurtenance thereto the right to use all of the Common Elements and Condominium Property of the Condominium in accordance with the Condominium Documents and subject to any limitations set forth in such Condominium Documents.

### 8.2. Share of Common Expenses and Common Surplus.

The Common Expenses shall be shared and the Common Surplus shall be owned in proportion to each Home Owner's share of ownership of the Common Elements.

## 9. VOTING INTERESTS

### 9.1. Voting Interest.

The Home Owner or Home Owners, collectively, of the fee simple title of record for each Home shall have the right to one (1) vote per Home ("Voting Interest") in the Association as to matters on which a vote by Home Owners is taken as provided under the Condominium Documents and the Act, regardless of the number of Phases which have been added to the Condominium Property or the number of condominiums which have been created within Jameson Place II, as to the matters on which a vote by the Home Owners is taken as provided in the Condominium Documents and the Act.

### 9.2. Voting By Corporation or Multiple Home Owners.

The Voting Interest of the Home Owners of any Home owned by more than one (1) person, a corporation or other entity, or by one (1) person and a corporation and/or other entity, or by any combination of the aforesaid, shall be cast by the person ("Voting Member") named in a "Voting Certificate" signed by all of the Home Owners of such Home or, if appropriate, by properly designated officers, principals or partners of the respective legal entity which owns the Home and filed with the secretary of the Association. If a Voting Certificate is not on file with the Association, the Voting Interest associated with a Home where the designation of a Voting Member is required shall not be considered in determining the requirement for a quorum or for any other purpose.

### 9.3. Ownership by Husband and Wife.

Notwithstanding the provisions of Section 9.2 above, whenever any Home is

owned solely by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a Voting Certificate designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

- (i) Where both husband and wife are present at a meeting, each shall be regarded as the agent and proxy for the other for purposes of casting the Voting Interest for each Home owned solely by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to exercise their Voting Interest on that subject at that meeting.
- (ii) Where only one (1) spouse is present at a meeting, the spouse present may exercise the Voting Interest of the Home without establishing the concurrence of the other spouse, absent any prior written notice to the contrary to the Association by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose unless such prior notice to the contrary has been withdrawn by a subsequent written notice executed by both husband and wife.
- (iii) Where neither spouse is present, the person designated in a proxy signed by either spouse may exercise the Voting Interest of the Home, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Home shall not be considered in determining the requirement for a quorum or for any other purpose.

#### 9.4. Voting by Proxy.

Except as specifically otherwise provided in the Act, Home Owners may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies and general proxies may also be used for voting on the matters outlined in Section 718.112(2)(b)2 of the Act; however, no proxy, limited or general, shall be used in the election of members of the Board.

#### 9.5. Elections.

The members of the Board shall be elected by written ballot or voting machine in accordance with the provisions of Section 718.112(2)(d)4 of the Act.

#### 9.6. Eligibility of Directors.

In accordance with Section 718.112(2)(d)2 of the Act, except for Developer-appointed directors, directors of the Board ("Director[s]") must be Members or the spouses, parents or children of Members except that if a Home is owned by an entity and not an individual, such entity may appoint an individual on its behalf to be eligible to serve on the

Board.

## 10. PLAN FOR DEVELOPMENT

10.1. Developer is the developer of the Condominium located in the City of Rockledge. The Condominium is planned to contain a maximum of forty-eight (48) Homes in four (4) phases each containing a two (2)-story residential Building with twelve (12) Homes each and other Common Elements as provided in this Declaration.

10.2 The Condominium is part of Jameson Place which is a multicondominium development. The Association is the entity responsible for operating and administering the Condominium, Jameson Place I and any other Jameson Place Condominium(s). The Association has among its members all Home Owners in the Condominium and Other Home Owners in any other Jameson Place Condominium(s). Each Home shall be obligated for a proportionate share of Assessments of the Association attributable to the Association Property as described in Section 6.5 above.

10.3. As more particularly described in Section 10.2 of the Jameson Place I Declaration, Developer is also intending to develop two (2) other residential condominiums also located in the City of Rockledge to be known, respectively, as "Bayside North, a Condominium" ("Bayside North Condominium") and "Bayside South, a Condominium" ("Bayside South Condominium"). Bayside North Condominium, if developed as contemplated, is planned to contain one hundred twenty (120) condominium units and the land and facilities serving those condominium units. Bayside South Condominium, if developed as contemplated, is planned to contain seventy-two (72) condominium units and the land and facilities serving those condominium units. Both the Bayside North Condominium and the Bayside South Condominium are not planned to contain recreational facilities and amenities.

Pursuant to rights reserved in the Jameson Place I Declaration in Section 10.2 thereof, if Bayside North Condominium and Bayside South Condominium are developed as intended, the owners and/or occupants (or lessees of an owner of a condominium unit) of both the Bayside North Condominium and the Bayside South Condominium, or, in the event either or both of such condominiums are not developed as intended, any other residential condominium(s) developed by Developer in the City of Rockledge (collectively, the "Other Amenity Center Users") have the non-exclusive, optional, right to use the Jameson Place Amenity Center located on the Association Property. Further, as more particularly discussed in the Jameson Place I Declaration, in consideration thereof; any Other Amenity Center User who elects to use the Jameson Place Amenity Center would be obligated to purchase a "Jameson Place Amenity Center Membership" and pay an "Annual Amenity Center Fee" (all such terms as defined in the Jameson I Declaration) to the Association, upon the terms and conditions described in the Jameson Place I Declaration. A Jameson Place Amenity Center Membership includes a license for use and access to the Jameson Place Amenity Center. In connection with a Jameson Place Amenity Center Membership, Other Amenity Center Users, their family members, guests, invitees and lessees are entitled to use the Jameson Place Amenity Center to the same extent as it is available to Home Owners in the Condominium and the Other Home Owners within Jameson Place I. No Other Amenity Center User shall have any voting rights in the Association, nor any rights in the promulgation of rules and regulations for the Jameson Place Amenity Center. Jameson Place Amenity Center Memberships are non-transferable and non-refundable. If a condominium unit within Bayside North Condominium or Bayside South Condominium (or any

other condominium, the owners and occupants of which are afforded the right to use the Jameson Place Amenity Center as provided herein) is leased, than the lessee of such condominium unit, and not the owner thereof, shall be entitled to purchase a membership in the Jameson Place Amenity Center.

If the Jameson Place Condominium, the Bayside North Condominium and the Bayside South Condominium are developed as contemplated, the minimum number of condominium units and Homes planned to use the Jameson Place Amenity Center is two hundred sixteen (216), which includes the Other Home Owners within Jameson Place I and the maximum number of condominium units and Homes planned to use the Jameson Place Amenity Center is four hundred forty-four (444).

## 11. ASSOCIATION

### 11.1. Purpose of Association.

The Association shall be the condominium association responsible for the operation of the Condominium, Jameson Place I and, subject to the other provisions hereof, certain other condominiums created within Jameson Place. Each Home Owner shall be a member of the Association as provided in the Condominium Documents. A copy of the Articles are attached hereto as Exhibit C and made a part hereof. A copy of the Bylaws are attached hereto as Exhibit D and made a part hereof.

### 11.2. Conveyance to Association.

The Association is obligated to accept any and all conveyances and assignments to it by Developer of a fee simple title, easements, leases or permits to all or portions of its property.

### 11.3. Conveyance by Association.

The Association is empowered to delegate any of its functions or convey any of its property to any governmental unit as may be required or deemed necessary from time to time.

## 12. EASEMENTS

### 12.1. Perpetual Nonexclusive Easement to Public Ways, the Condominium Property and the Association Property.

The walks and other rights-of-way, if any, in the Condominium as shown on the Site Plan, attached as Exhibit E hereto and made a part hereof, or hereafter located within this Condominium shall be, and the same are hereby declared to be, subject to a perpetual nonexclusive easement for ingress and egress and access to, over and across the same, to public ways, including dedicated streets, the Condominium Property and the Association Property, which easement is hereby created in favor of all the Home Owners in the Condominium and all the Other Home Owners, now or hereafter existing, for their use and enjoyment and for the use and enjoyment of their family members, guests, lessees or invitees for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, including ingress and egress for the furnishing of services by fire protection agencies,

police and other authorities of the law, United States mail carriers, representatives of public and private utilities, including, but not limited to, the Department of Environmental Protection, telephone, electricity, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, garbage and waste removal and the like and for all purposes incidental thereto and other utilities or services authorized by Developer, its successors or assigns to service Condominium Property and the Association Property; and such other persons as Developer from time to time may designate for performing their authorized services. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and Association Property and to impose upon the Common Elements henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium. The Association shall have the right to establish the rules and regulations governing the use and enjoyment of the Common Elements and Association Property and all easements over and upon same. Each Home Owner has an unrestricted right of ingress and egress to his or her Home which right passes with transfer of ownership of the Home.

#### 12.2. Easements and Cross-Easements on Common Elements and Association Property.

The Common Elements of the Condominium and the Association Property shall be and the same are hereby duly declared to be subject to perpetual nonexclusive easements in favor of the Association, and such appropriate utility, telecommunication and other service companies or the providers of the services hereinafter set forth as may be from time to time designated by Developer to and from all portions of the Condominium and Association Property for ingress and egress and for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting, television transmission, cable television and communications systems transmission, reception and monitoring, security, pest control, garbage and waste removal and the like and for all purposes incidental thereto. Developer hereby reserves unto itself, its successors, assigns, designees and nominees, and hereby grants to the Association, the right to grant easements, permits and licenses over the Common Elements and Association Property and to impose upon the Common Elements and Association Property henceforth and from time to time such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interests of and necessary and proper for the Condominium and the Members of the Association. Developer hereby reserves a blanket easement over, under, upon and through the Condominium Property and Association Property for any purpose whatsoever for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business. As used in this Declaration, the phrase "ordinary course of business" means any method of sale or lease employed by Developer to sell or lease Homes, including, but not limited to, having a sales and/or leasing office, using the services of any broker or advertising Homes for sale or lease.

#### 12.3. The Land.

Developer reserves the right for itself to grant such easements over, under, in and upon the Land in favor of itself, the Association, its members, designees, and appropriate utility and other service corporations or companies for ingress and egress for persons and vehicles and to provide power, electric, sewer, water and other utility services and lighting facilities, irrigation, television transmission and distribution facilities, cable television facilities,

telecommunications, security service and facilities in connection therewith, pest control, and access to publicly dedicated streets, and the like.

#### 12.4. Central Cable or Satellite Television Service, Telecommunication, Receiving and Distribution Systems.

Developer hereby reserves the exclusive (to the extent permitted by law) and perpetual right and easement (but not the obligation) to install, provide, repair, operate, replace, expand, remove, relocate and maintain (and solicit customers for) in the Condominium and within all Homes and Common Elements therein, any or all present or future systems and equipment, and services provided over such systems and equipment, which are or may be developed for the purposes of: (i) transmitting a television picture, whether transmitted by cable, fiber optics, over the air, satellite, or any other means which may become technologically feasible in the future (including, without limitation, any wireless system, any closed circuit, master antenna or cable television system, ancillary safety-related services, and any and all related conduits, wires, amplifiers, antennas, towers and other apparatus and equipment); or (ii) a telecommunication (including, but not limited to voice, local and long distance telephone services, high speed data/internet/intranet services, and security monitoring) receiving and distribution system, including conduits, wires, amplifiers, towers, antennae, satellite and other related apparatus and equipment (collectively, the "Systems"), all as Developer in its sole discretion deems appropriate. Home Owners, by acceptance of a deed to a Home, hereby acknowledge and agree that the easement created in this Section 12.4 is a reservation of rights to Developer, and that no fees, consideration or other amounts shall be paid to, or otherwise accrue in favor of the Association or the Home Owners with respect to the use of this easement. Such exclusive and perpetual right shall include, without limitation, Developer's right to select and contract (on behalf of the Association) with companies licensed to provide the foregoing services to the Condominium for a reasonable fee not to exceed the maximum allowable charge for such service, as such from time to time is defined by the laws, rules and regulations of the relevant government authority, if applicable. In furtherance of the foregoing, the Association may enter into bulk rate service agreements, among other related agreements, for the provision of the foregoing services and Systems to all Homes and the Common Elements. The Association's expenses in this regard shall be a Common Expense shared equally per Home and no Home Owner may be exempted from the foregoing by reason of waiver of the use or enjoyment of such services or Systems. If additional services or benefits are provided to particular Home Owners, the benefited Home Owner(s) shall pay the service provider directly for such services.

#### 12.5. Easement for Encroachments.

12.5.1. Settlement or Movement of Improvements. All the Condominium Property shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon such areas or improvements contiguous thereto or caused by minor inaccuracies in the building or rebuilding of such improvements.

12.5.2. Air Space. All the Land and improvements thereon, including, but not limited to, the Condominium Property, shall be subject to perpetual easements for encroachments, for so long as such encroachment exists, in favor of each Home and the Home Owners thereof, their family members, guests, invitees and lessees for air space for any Lanai of any Home, and the reasonable use, maintenance and repair of same, which extends under, over or through any of the Land and improvements thereon, including, but not limited to, the

Condominium Property, including, but not limited to, Common Elements. Such easements shall be appurtenances to and a covenant running with the respective Home in whose favor such easements exist.

12.5.3. Additional Easements. The Other Home Owners, now or hereafter existing, along with their family members, guests, invitees, and lessees, shall have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy the Association Property in the same manner and with the same privileges as Home Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through the Association Property for the use and enjoyment thereof and from and to public ways, including dedicated streets. The Home Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice, if any, from and to public ways, including dedicated streets and the Association Property subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of the Association Property or the easements created by this subsection 12.5.3 which do not apply uniformly to the Home Owners and Other Home Owners and their respective family members, guests, invitees and lessees.

12.5.4. Term of Encroachment Easements. The above easements for encroachments shall continue until such encroachments no longer exist.

#### 12.6. Reservation for Periodic Inspections.

Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any parts of the Common Elements and Association Property and improvements thereon in order to ascertain the physical condition of the Common Elements and Association Property and improvements thereon and to determine whether maintenance, repair or replacement of the Common Elements and Association Property or improvements thereon is indicated. If Developer conducts any such tests or inspections, which may include, without limitation, photographing and/or videotaping such property and improvements, it shall pay all costs thereof, restore the affected portion of the Condominium Property and Association Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association, the Home Owner(s) of any affected Home(s), or the Other Home Owner(s) or any affected Other Home(s) from any damages resulting therefrom. If Developer desires to inspect a Limited Common Element appurtenant to only one (1) Home, Developer shall provide reasonable prior notice to the affected Home Owner, except in any situation deemed, in Developer's sole and absolute discretion, to be an emergency. If Developer determines, in its sole and absolute discretion, that the Association has failed to maintain any portion of the Common Elements or Association Property in a manner consistent with the provisions of this Declaration, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Elements or Association Property in such a manner shall relieve Developer and any predecessor Developer of any liability to the Association or to any Home Owner or occupant of a Home for any condition of the Common Elements or Association Property. Developer hereby reserves the right of entry on, over, under, across and through the Condominium Property and Association Property as may be reasonably necessary for the foregoing purposes.

12.7. Cross Easements for Drainage.

Nonexclusive cross easements for drainage pursuant to the stormwater management system created by Developer as maintained, improved, repaired and/or replaced by the Association in compliance with applicable governmental regulations is hereby granted to each owner of any portion of the Condominium Property, each owner of other portions of Jameson Place and to all applicable governmental authorities.

12.8. Surface Water or Stormwater Management System Easement for Access and Drainage.

The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Land or Association Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water or Stormwater Management System as required by the St. Johns River Water Management District ("District") Permit No. 40-009-95641-1 ("District Permit"), a copy of which is on file with the Association. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the District.

12.9 Easements for Maintenance, Emergency, and Enforcement.

Developer grants to the Association easements over the Condominium Property and Association Property as necessary for the Association to fulfill its maintenance repair and replacement responsibilities under this Declaration. The Association shall also have an easement and the irrevocable right of access to each Home, during reasonable hours, when necessary for the maintenance, repair or replacement of the Common Elements or of any portion of a Home to be maintained by the Association pursuant to the Declaration, or as necessary to prevent damage to the Common Elements or to any Home. Such easement and right may be exercised by the Association through its officers, Directors, committee members, employees, contractors, or agents in their capacity as such and by all emergency personnel in the performance of their duties as long as in compliance with Section 718.111(5) of the Act. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Home Owner pursuant to Section 718.111(5) of the Act.

Developer grants to the Association, subject to any required notice, an easement and right to enter a Home to abate a Condominium Documents violation and/or to remove any structure, thing, or condition that violates the Condominium Documents in accordance with Section 718.111(5) of the Act. Any costs incurred, including Legal Fees, shall be charged to the Home Owner.

12.10. Adjacent Property.

The Association has the right to grant to owners and users of property which is

contiguous to the Condominium Property, easements upon, under, over and across the Common Elements of the Condominium and the Association Property for purposes of use, ingress, egress and access; provided, however, that the recipients of such easements shall pay, or cause to be paid, a pro rata portion of the expenses associated with ownership, operation and use of such Common Elements and the Association Property based upon the number of residential dwelling units on each property. In the event the development of such adjacent properties requires a grant of access across a portion of the existing roadways of the Condominium Property and the Association Property, the Association shall be required to grant a recordable easement to the owner(s) of such adjacent properties to permit such access. In addition, the Association shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property and the Association Property, and to grant access easements and relocate any existing access easements in any portion of the Condominium Property and the Association Property, as the Association shall deem necessary or desirable for the property operation and maintenance of the Condominium Property improvements, or any portion thereof, or for the general health or welfare of the Home Owners, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes.

#### 12.11. Developer's Right to Grant Additional Easements.

Developer reserves the right for itself, so long as Developer is offering any Home for sale or lease in Jameson Place in the ordinary course of business, to grant such easements over, under, in and upon the Land in favor of itself, the Association, its members, designees, and appropriate utility and other service corporations or companies for ingress and egress for persons, and to provide power, electric, sewer, water and other utility services and lighting facilities, television transmission and distribution facilities, cable television facilities, telecommunications, monitoring, security, pest control and the like and for all purposes incidental thereto. The Association shall have the right to execute, deliver and impose, from time to time, such easements and cross-easements for any of the foregoing purposes and at such location or locations as determined by the Association.

### 13. LIABILITY INSURANCE PROVISIONS

#### 13.1. Public Liability Insurance.

The Board shall obtain liability insurance in the form generally known as Public Liability and/or Owners, Landlord and Tenant Policies, or alternatively, in the event Developer so elects, the Association shall be covered under Developer's insurance, in such amounts as it may determine from time to time for the purpose of providing liability insurance coverage for all property and improvements in Jameson Place II excluding the Homes; provided, however, that such policy or policies shall not have limits of less than One Million Dollars (\$1,000,000) covering all claims for personal injury and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence; provided, however, if the Act requires greater coverage for public liability insurance, the Board shall obtain such greater coverage. The Board shall collect and enforce the payment of a share of the premium for such insurance from each Home Owner as a part of the Annual Assessment. Said insurance shall include, but not be limited to, legal liability for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of any property or improvements within Jameson Place

II, legal liability arising out of law suits related to employment contracts of the Association (if available at acceptable rates), water damage, liability for hazards related to usage and liability for property of others (if available at acceptable rates), hired automobile, non-owned automobile and off-premises employee coverage (if available at acceptable rates) and such other risks as are customarily covered with respect to developments similar to Jameson Place II in construction, location and use. All such policies shall name the Association (and Developer so long as Developer shall own any of the Condominium Property, as their respective interests may appear) as the insured(s) under such policy or policies. The original or a true copy of each policy shall be held in the office of the Association. The insurance purchased shall contain a "severability of interest endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of a Home Owner because of the negligent acts of either the Association, Developer or any other Home Owner or deny the claim of either Developer or the Association because of the negligent acts of the other or the negligent acts of a Home Owner. All liability insurance shall contain cross liability endorsements to cover liabilities of the Home Owners as a group to each Home Owner. Each Home Owner shall be responsible for the purchasing of casualty and liability insurance as required by Section 718.111(11) of the Act and such policies must conform to the requirements of Section 627.714, Florida Statutes, and, if the Home Owner so determines, for supplementing any insurance purchased by the Association. Each Home Owner shall also be responsible for the purchasing of insurance which covers damage to other Homes caused by the Home Owner's negligence. Notwithstanding the foregoing, in the event the Board determines that the cost of public liability insurance is economically unwarranted, the Board may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

### 13.2. Fidelity Insurance.

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), shall be maintained as required by the Act. Such coverage shall be in the form of fidelity bonds which meet the following requirements: (i) such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association; (ii) such bonds shall be written in an amount equal to the amount of the annual operating budget at any one time plus reserve funds, but in no event less than the amount required by the Act for each such person; and (iii) such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression, if such waiver is available.

### 13.3. Cancellation Provision.

All insurance policies or fidelity bonds purchased pursuant to this Article 13 shall provide that they may not be canceled without at least ten (10) days prior written notice to the Association and to Institutional Mortgagees.

## 14. PROVISIONS RELATING TO CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

### 14.1. Property Insurance.

The Association shall carry insurance in accordance with the requirements of Section 718.111(11) of the Act. All Home Owners are required to carry hazard and liability insurance in accordance with Section 718.111(11) of the Act and such policies must conform to the requirements of Section 627.714, Florida Statutes. No Owner shall cancel such insurance without at least thirty (30) days prior written notice to the Association.

### 14.2. Flood Insurance.

If determined appropriate by the Board or if required by any Institutional Mortgagee, the Association shall obtain a master or blanket policy of flood insurance covering all property and improvements in Jameson Place II, if available and at a reasonable premium, under the National Flood Insurance Program or any other government regulated insurance carrier authorized to conduct business in the State of Florida or a commercial underwriter, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association or such authorized commercial underwriter, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program or one hundred percent (100%) of the current replacement cost of all Buildings and other insurable property located in the flood hazard area.

### 14.3. Form of Policy and Insurance Trustee.

The Association may, to the extent possible and not inconsistent with the foregoing, obtain one (1) policy to insure all of the insurable improvements within Jameson Place operated by the Association. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and assessed as part of the Annual Assessment. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida. The Association shall have the right to designate a trustee ("Insurance Trustee") and upon the request of the Institutional Mortgagee holding the highest dollar indebtedness encumbering Homes within Jameson Place II, as applicable ("Lead Mortgagee") shall designate an Insurance Trustee. Thereafter the Association from time to time shall have the right to change the Insurance Trustee to such other trust company authorized to conduct business in the State of Florida or to such other person, firm or corporation as Insurance Trustee as shall be acceptable to the Board and the Lead Mortgagee. The Lead Mortgagee shall have the right, for so long as it holds the highest dollar indebtedness encumbering Homes within Jameson Place II, as applicable, to approve: (i) the form of the insurance policies; (ii) the amounts thereof; (iii) the company or companies which shall be the insurers under such policies; (iv) the insurance agent or agents; and (v) the designation of the Insurance Trustee if it deems the use of an Insurance Trustee other than the Board to be necessary, which approval(s) shall not be unreasonably withheld or delayed; provided, however, for so long as Developer owns any Home(s), Developer shall have the right, but not the obligation, to require the Association to designate an Insurance Trustee other than the Board. Notwithstanding anything in this Declaration to the contrary, the Board may act as the Insurance Trustee hereunder unless

otherwise required by the Lead Mortgagee or Developer. The Lead Mortgagee shall inform the Association by written notification if it requires the use of an Insurance Trustee other than the Board. If the use of an Insurance Trustee other than the Board is requested in writing, then the Lead Mortgagee shall be deemed to have approved the Insurance Trustee unless the Lead Mortgagee's written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. If no Insurance Trustee is required, the Board shall receive, hold and expend insurance proceeds in the manner hereinafter provided as if it were the Insurance Trustee.

#### 14.4. Required Policy Provisions.

All such aforesaid policies shall provide that they may not be canceled without at least ten (10) days' prior written notice to the Association and Listed Mortgagees and shall be deposited with the Insurance Trustee upon its written acknowledgment that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. In the event of a casualty loss, the Insurance Trustee may deduct from the insurance proceeds collected a reasonable fee for its service as Insurance Trustee. The Association is hereby irrevocably appointed agent for each Home Owner to adjust all claims arising under insurance policies purchased by the Association. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of the policies or for the failure to collect any insurance proceeds. The Association may determine to act as Insurance Trustee, in which event references herein to Insurance Trustee shall refer to the Board.

#### 14.5. Restrictions of Mortgagees.

No mortgagee shall have any right to participate in the determination of whether property is to be rebuilt, nor shall any mortgagee have the right to apply insurance proceeds to repayment of its loan unless such proceeds are distributed to Home Owners and/or their respective mortgagees.

#### 14.6. Distribution of Insurance Proceeds and Losses.

The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it and to hold such proceeds in trust for the Association, Home Owners and mortgagees under the following terms:

14.6.1. Loss to Home Alone. In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements within any of the Homes alone, without any loss to any other improvements within Jameson Place II, the Insurance Trustee shall immediately pay all proceeds received because of such loss directly to the Home Owners of the Homes damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of these Home Owners to use such proceeds to effect necessary repair to the Homes. The Insurance Trustee, where other than the Association, may rely upon the written statement of the Association as to whether or not there has been a loss to the Home alone, the Common Elements or any combination thereof.

14.6.2. Loss to Homes and Common Elements. In the event that a loss occurs as a result of damages to the improvements within the Common Elements and/or Homes and

Common Elements that are contiguous, then the Insurance Trustee shall hold, in trust, all insurance proceeds received with respect to such damage, together with any and all other funds paid as hereinafter provided, and shall distribute the same as follows:

(a) The Board shall obtain or cause to be obtained reliable and detailed estimates and/or bids for the cost of rebuilding and reconstructing the damage and for the purpose of determining whether insurance proceeds are sufficient to pay for the same.

(b) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements, then the damaged improvements shall be completely repaired and restored. In this event, all payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee and execute affidavits required by law, by the Association, by any Institutional Mortgagee named on a mortgage endorsement or by the Insurance Trustee, and shall deliver the same to the Insurance Trustee. Further, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis or some other reasonable terms under the circumstances, said contractor shall post a performance and payment bond, and the Insurance Trustee shall disburse the insurance proceeds and other funds held in trust in accordance with the progress payments contained in the construction contract between the Association and the contractor. Subject to the foregoing, the Board shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(c) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements within the Common Elements and Homes contiguous to such damaged Common Elements, the Board shall hold a special meeting to determine a Special Assessment against all of the Home Owners to obtain any necessary funds to repair and to restore such damaged improvements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately levy such Special Assessment against each Home setting forth the date or dates of payment of the same, and any and all funds received from the Home Owners pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subsection 14.6.2(b) immediately preceding.

14.6.3. Distribution of Excess Funds. In the event that after the completion of and payment for the repair and reconstruction of the damage to the damaged property and after the payment of the Insurance Trustee's fee with respect thereto any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the insurance proceeds distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds held by the Insurance Trustee shall be distributed to the Home Owners in proportion to their contributions by way of Special Assessment.

14.6.4. Institutional Mortgagees. In the event the Insurance Trustee has on hand, within one hundred twenty (120) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

14.6.5. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with the architectural plans and specifications for Jameson Place II, as: (i) originally constructed; (ii) reconstructed; or (iii) depicted in new plans and specifications approved by the Board; provided, however, any material or substantial change in new plans and specifications approved by the Board from the plans and specifications of Jameson Place II as previously constructed shall require approval by the Lead Mortgagee.

14.6.6. Determination of Damage. The Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within the Homes alone, Common Elements alone or to improvements within any combination thereof.

14.6.7. Insurance Amounts. Notwithstanding anything in this Article 14 to the contrary, the amounts set forth for the purchase of insurance in this Article 14 are the minimum amounts to be purchased. Therefore, Home Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required. Section 718.111(11) of the Act sets forth the insurance coverage required to be carried by the Association and the Home Owners and such Section should be read to ensure the required coverage is obtained.

14.6.8. Miscellaneous Policy Requirements. Policies insuring the property within Jameson Place II purchased pursuant to the requirements of this Article 14 shall provide that any insurance trust agreement shall be recognized; the right of subrogation against Home Owners will be waived; the insurance will not be prejudiced by any acts or omission of individual Home Owners who are not under the control of the Association; and the policy will be primary, even if a Home Owner has other insurance that covers the same loss.

14.6.9. Master Form of Insurance. Nothing contained herein shall prohibit the Association from obtaining a "Master" or "Blanket" form of insurance to meet the requirements of this Article 14, provided that the coverages required hereunder are fulfilled.

## 15. PROVISIONS RELATING TO CONDEMNATION OR EMINENT DOMAIN PROCEEDINGS

### 15.1. Proceedings

The Association shall represent the Home Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or the Association Property or any parts thereof by the condemning authority. Each Home Owner of a Home shall represent his or her interest in any condemnation proceeding or in negotiations, settlements and agreements with the condemning authority for acquisition of such Home Owner's Home by the condemning authority.

### 15.2. Deposit of Awards With Insurance Trustee

The taking of any portion of the Condominium Property or Association Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the

Insurance Trustee. Although the awards may be payable to Home Owners, the Home Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board, a special charge shall be made against a defaulting Home Owner in the amount of his or her award, or the amount of that award shall be set off against the sums hereafter made payable to that Home Owner.

#### 15.3. Disbursement of Funds

If the Condominium is terminated in accordance with the provisions of this Declaration after condemnation, the proceeds of the awards and Special Assessments, if any, shall be deemed to be Condominium Property and shall be divided into the shares described in the Declaration and distributed to the Home Owners and mortgagees as their interests may appear. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of the condemned Homes will be made whole and the Condominium Property damaged by the taking will be made usable in the manner provided below.

#### 15.4. Home Reduced But Tenantable

If the taking reduces the size of a Home ("Affected Home") and the remaining portion of the Affected Home can be made tenantable, the award for the taking of a portion of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.4.1. Affected Home Made Tenantable. The Affected Home shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be collected as a special charge against the Affected Home.

15.4.2. Excess Distributed to Home Owner and Institutional Mortgagee. The balance of the award, if any, shall be distributed to the Home Owner of the Affected Home and to each Institutional Mortgagee of the Affected Home, the remittance being made payable to the Home Owner and Institutional Mortgagees as their interests may appear.

15.4.3. Reduction in Percentage of Common Elements. If the floor area of the Affected Home is reduced by more than ten percent (10%) by the taking, the number representing the share in the ownership of the Common Elements appurtenant to the Affected Home shall be reduced ("Reduction in Percentage of Common Elements") in the proportion by which the floor area of the Affected Home is reduced by the taking, and then the shares of all Homes in the ownership of the Common Elements shall be restated with the Reduction in Percentage of Common Elements being allocated to all the Homes in proportion to their share of ownership in the Common Elements.

#### 15.5. Affected Home Made Untenantable

If the taking is of the entire Affected Home or the taking so reduces the size of an Affected Home that it cannot be made tenantable, the award for the taking of the Affected Home shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

15.5.1. Payment to Home Owner and Institutional Mortgagee. The market value

of the Affected Home immediately prior to the taking shall be paid to the Home Owner thereof and to each Institutional Mortgagee thereof as their interests may appear.

15.5.2. Remaining Portion of Affected Home. The remaining portion of the Affected Home, if any, shall be released by the Institutional Mortgagee and conveyed by the Home Owner to the Association. Such remaining portion of the Affected Home shall become a part of the Common Elements and shall be placed in a condition approved by the Board and the Condominium Documents shall be amended to reflect the addition of such Common Elements; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking after the payment set forth in subsection 15.4.1 above, the work shall be approved in the manner required for further improvement of the Common Elements.

15.5.3. Adjustment in Shares of Common Elements. The shares in the Common Elements appurtenant to the Homes that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements from the Affected Homes among the reduced number of Homes. The shares of the continuing Homes in the ownership of the Common Elements shall be restated with the percentage of ownership in the Common Elements of the Affected Home being allocated to all the continuing Homes in proportion to their relative share of ownership in the Common Elements.

15.5.4. Insufficient Award. If the amount of the award for the taking is not sufficient to pay the market value of the Affected Home to the Home Owner and to condition the remaining portion of the Affected Home for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by Special Assessments against all of the Home Owners who will continue as Home Owners after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Home Owners in the Common Elements after the changes effected by the taking.

15.5.5. Determination of Market Value of Affected Home. If the market value of an Affected Home prior to the taking cannot be determined by agreement between the Home Owner, the Institutional Mortgagees of the Affected Home and the Association within thirty (30) days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Affected Home; and the determination of the arbitrators shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction thereof. The cost of arbitration proceedings shall be assessed against all Homes in proportion to the shares of the Homes in the Common Elements as they exist prior to the changes effected by the taking.

#### 15.6. Taking of Common Elements and Association Property

Awards for taking of Common Elements and/or the Association Property shall be used to make the remaining portion of the Common Elements and/or the Association Property usable in the manner approved by the Board; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner required for further improvement of the Common Elements and/or the Association Property. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Home Owners in the shares in which they own the Common Elements after

adjustment of these shares on account of the condemnation and to Institutional Mortgagees as their interests may appear. The balance of the awards for the taking of the Association Property, if any, shall be distributed to the Members of the Association.

15.7. Amendment of Declaration.

The changes in Homes, in the Common Elements and in the ownership of the Common Elements that are affected by the condemnation shall be evidenced by an amendment to the Declaration that need be approved only by a majority of the Board, unless written approvals from Developer and/or Listed Mortgagees are also required pursuant to this Declaration. Such amendment shall be evidenced by a certificate executed by the Association in recordable form in accordance with the Act, and a true copy of such amendment shall be mailed via first class mail by the Association to Developer, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, all Home Owners and Listed Mortgagees ("Interested Parties"). The amendment shall become effective upon the recording of such amendment amongst the Public Records of the County; provided, however, such amendment shall not be recorded until sixty (60) days after the mailing of a copy thereof to the Interested Parties unless such sixty (60)-day period is waived in writing by the Interested Parties.

16. PROVISION FOR APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

16.1. New Total Tax.

In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment against each Home and its appurtenant undivided interest in the Common Elements, notwithstanding the requirements of Section 718.120(1) of the Act ("New Total Tax"), then such New Total Tax shall be paid as a Common Expense by the Association, and any taxes or special assessments which are to be so levied shall be included wherever possible in the estimated annual "Budget" (as hereinafter defined) of the Association or shall be separately levied and collected as a Special Assessment by the Association against all of the Home Owners of all Homes. Each Home Owner shall be assessed by and shall pay to the Association a percentage of the New Total Tax equal to that Home Owner's percentage interest in the Common Elements. In the event that any New Total Tax shall be levied, then the assessment by the Association shall separately specify and identify the portion of such assessment attributable to such New Total Tax and such portion shall be and constitute a lien prior to all mortgages and encumbrances upon any Home and its appurtenant percentage interest in the Common Elements, regardless of the date of the attachment and/or recording of such mortgage or encumbrances, to the same extent as though such portion of New Total Tax had been separately levied by the taxing authority upon each Home and its appurtenant percentage interest in the Common Elements.

16.2. Personal Property Taxes.

All personal property taxes levied or assessed against personal property owned by the Association and all federal and state income taxes levied and assessed against the Association shall be paid by the Association and shall be included as a Common Expense (or, as applicable,

Association Expense) in the Budget of the Association.

## 17. OCCUPANCY AND USE RESTRICTIONS

In order to preserve the values and amenities of the Condominium, the following provisions shall be applicable to the Condominium Property:

### 17.1. Single-Family Use.

The Homes shall be used for single-family residences only. No separate part of a Home may be rented and no transient (as defined in Chapter 509, Florida Statutes) may be accommodated therein for compensation or commercial purposes. No trade, business, profession or any other type of commercial activity shall be carried on in the Homes; provided, however, a Home Owner may use a room within a Home as an office for conducting personal business if such personal business does not require contact at the Home with customers or clientele of the Home Owner, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Home. Any such personal office use shall not be deemed a commercial activity in violation of this Section 17.1. Such personal business use must, nonetheless comply with any applicable governmental regulation. A Home may not be leased for a period of less than six (6) months. All leases must be in writing, and a copy must be provided to the Association upon execution. A Home owned by a corporation, partnership or other legal entity, as the case may be, may be occupied by the person indicated in the Voting Certificate on file with the Association and their families, and any lessees of the corporation, partnership, or other legal entity, as the case may be, who otherwise qualify as provided in the Condominium Documents. In addition to any other remedies available to the Association in the event a Home Owner is delinquent in the payment of his or her Assessments to the Association, each Home Owner, by his or her acceptance of a deed to a Home thereby assigns to the Association the right to collect rent from any lessee of his or her Home, in the event such Owner is delinquent in paying his or her Assessments to the Association. After collecting any such rent, the Association may deduct any late Assessments, Interest and Legal Fees and remit any balance to the Home Owner.

### 17.2 Nuisance.

A Home Owner shall not permit or suffer anything to be done or kept in his or her Home which will: (i) increase the insurance rates on his or her Home, the Common Elements or any portion of Jameson Place II or Jameson Place; (ii) obstruct or interfere with the rights of other Home Owners or the Association; or (iii) annoy other Home Owners by unreasonable noises or otherwise. A Home Owner shall not commit or permit any nuisance, immoral or illegal act in his or her Home, on the Common Elements or any portion of Jameson Place II or Jameson Place.

### 17.3. Signs.

A Home Owner (with the exception of Developer) shall show no sign, advertisement or notice of any type on the Common Elements, other portions of Jameson Place II or Jameson Place or in or upon his or her Home or in or upon his or her automobile so as to be visible from the Common Elements, Association Property, other portions of Jameson Place, or any public way, except as may be previously and specifically approved in writing by the Board.

Developer specifically reserves the right to place and maintain identifying or informational signs on any building located on the Condominium Property or the Association Property as well as any signs in connection with its sales or leasing activities, until Developer no longer holds Homes for sale or lease in the ordinary course of business.

#### 17.4. Animals.

Except as provided under the rules and regulations promulgated by the Association from time to time, a Home Owner and/or resident is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property or the Association Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept tied outside a Home or on any Lanai, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. A Home Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Home Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property or the Association Property. If a dog or any other animal becomes obnoxious to other Home Owners by barking or otherwise, the Home Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Home Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property or the Association Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

#### 17.5. Clotheslines.

No clothesline or other similar device shall be allowed in any portion of the Condominium Property. Clotheslines within a Home shall be concealed from view from all portions of Jameson Place II and Jameson Place.

#### 17.6. Window Décor.

Window treatments shall consist of drapery, blinds, decorative panels or tasteful other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Home Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. Reflective or foil window treatments are prohibited. Window tinting is permitted provided that the type and method of tinting is first approved by the Board. All window treatments or door coverings installed within a Home which are visible from the exterior of the Home shall have either a white, beige or off-white backing and all blinds must be white, beige or off-white, unless otherwise approved in writing by the Board.

#### 17.7. Removal of Sod and Shrubbery; Alteration of Drainage, etc.

Except for Developer's acts and activities with regard to the development of the Condominium, no sod, top soil, muck, trees or shrubbery shall be removed from the Condominium Property and no change in the condition of the soil or the level of land of the Condominium Property shall be made which would result in any permanent change in the flow or drainage of stormwater within the Condominium without prior written consent of the Board.

#### 17.8. Antenna, Aerial and Satellite Dish.

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Condominium Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the Condominium Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Notwithstanding the foregoing, no permissible dishes or antennae shall be installed on, over or through the Common Elements of the Condominium Property. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. This Section 17.8 shall not apply to Developer for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business.

#### 17.9. Litter.

In order to preserve the beauty of the Condominium, each Home Owner shall regularly pick up all garbage, trash, refuse or rubbish outside his or her Home. No Home Owner

shall leave any garbage, trash, refuse or rubbish outside his or her Home, and no Home Owner shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium Property. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities. All garbage and refuse from the Homes shall be wrapped in tied plastic bags and shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Association will direct. All containers, dumpsters and other garbage collection facilities shall be stored inside the garage of a Home and kept in a clean condition with no noxious or offensive odors emanating therefrom. All disposals shall be made in accordance with the instructions given to the Home Owner by the Association. No noxious or offensive odors shall be permitted.

#### 17.10. Radio Transmission.

No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Condominium Property without the prior written consent of the Board.

#### 17.11. Vehicles.

Tractors, motor homes, trailers (with or without wheels), recreational vehicles, boats and other watercraft, boat trailers, campers, camper trailers and vans or trucks used for commercial purposes and any vehicles with commercial writing on their exteriors shall not be permitted to be parked or stored in or on any portion of the Condominium Property or Jameson Place unless kept fully enclosed in a garage, except for trucks furnishing goods and services during the daylight hours and except as the Association may designate for such use by appropriate rules and regulations. No vehicle which does not fit within a parking space or a garage shall be allowed to be kept on the Condominium Property or within Jameson Place. The Association shall have the right to authorize the towing away of any vehicle which violates this Declaration or the rules and regulations of the Association, with the costs to be borne by the Home Owner or violator. In addition, the Board shall adopt rules and regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles on the Condominium Property and Jameson Place. Parking is only permitted within parking spaces located on the Condominium Property and within Jameson Place.

#### 17.12. Garages.

No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage area. No individual air conditioning units which are visible from outside the Home shall be permitted in a garage. All garage doors shall remain closed when not in use for ingress and egress. Garages are intended for the primary use of parking and storage of motor vehicles. Home Owners and their lessees and the family members, guests and invitees of such Home Owners and lessees, may not store personal property in a garage and then park motor vehicles in the unassigned parking areas of the Condominium.

#### 17.13. Garage Sales.

No garage sales, estate sales, yard sales, moving sales, or any other sales that invite the public, shall be carried on, in or about Jameson Place without the prior written

approval of the Association and without obtaining approvals from all applicable governmental authorities (if required).

#### 17.14. Motorized Vehicles.

All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use within Jameson Place unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Jameson Place may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

#### 17.15. Flooring.

A Home Owner shall not install any floor covering in the Home other than carpeting (such as wood or tile) in any room other than the bathroom, kitchen/breakfast area or laundry/utility area or other than in a Home which does not have another Home below it, without the prior written approval of the Association. The Association may require that sound reducing material be placed under such alternate floor covering before installation. If a Home Owner installs alternate floor covering without the prior written consent of the Association or without the sound reducing material required by the Association, then the Association shall have the right to cause such Home Owner to remove the alternate floor covering. A Home Owner shall not be permitted to leave the concrete floor slab uncovered, whether or not the Home Owner finishes the concrete slab, including but not limited to painting the concrete slab. Under no circumstances shall a Home Owner be permitted to install carpet on his or her balcony, Lanai or exposed entranceway.

#### 17.16. Projections.

Except for such flags as are permitted by the Act, no Home Owner shall cause anything to project out of any window or door except as may be approved in writing by the Association.

#### 17.17. Condition of Homes.

Each Home Owner shall keep his or her Home in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom or from the doors or windows thereof any dirt or other substances.

#### 17.18. Hurricane Season and Hurricane Shutters.

Among other acts of God and uncontrollable events, hurricanes have occurred in Florida and therefore the Condominium Property is exposed to the potential damages of hurricanes, including but not limited to, damages from storm surges and wind-driven rain. Water or other damages from this or other extraordinary causes shall not be the responsibility of

Developer. Each Home Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Home prior to his or her departure by removing all furniture, potted plants and other movable objects, if any, from the Lanai and by designating a responsible firm or individual satisfactory to the Association to care for his or her Home should the Home suffer hurricane damage. No hurricane shutters may be installed without the prior written consent of the Association. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed, or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Jameson Place II location, and shall be removed (opened) no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

The Board shall adopt hurricane shutter specifications ("Hurricane Standards") in accordance with Section 718.113(5) of the Act. The Hurricane Standards will be made available to a Home Owner within five (5) business days after the Board's receipt of a written request for such Hurricane Standards.

#### 17.19. Structural Modifications.

A Home Owner may not make or cause to be made any structural modifications to his or her Home without the Board's prior written consent, which consent may be unreasonably withheld.

#### 17.20. Tree Removal.

During the course of construction of the Condominium, Developer anticipates that most or all of the existing trees on the Condominium Property will be removed or damaged. Developer makes no warranty or guarantee to Home Owners that any of the existing trees will survive. Developer is not responsible nor is Developer required to replace or remove the trees in the event that any of the trees do not survive; any expenses associated therewith shall be a Common Expense. After the construction of the Condominium by Developer, the removal of any landscaping is subject to the approval of the Board.

#### 17.21. Board's Rule-Making Power.

The Association, through its Board, may, from time to time, promulgate such other rules and regulations with respect to the Condominium as it determines to be in the best interests of the Condominium and the Home Owners. The Board may promulgate, modify, alter, amend or rescind such rules and regulations provided such promulgation, modifications, alterations and amendments: (i) are consistent with the use covenants set forth in the Condominium Documents; (ii) apply equally to all lawful Jameson Place II and Jameson Place residents without discriminating on the basis of whether a Home (or Other Home) is occupied by a Home Owner (or Other Home Owner) or his or her lessee; and (iii) in Developer's opinion, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, would not be detrimental to the sales or leasing by Developer.

#### 17.22. Limitations.

Notwithstanding any other rule, regulation, or restriction to the contrary herein contained, the Board shall make reasonable accommodations in the rules, regulations or restrictions, if such accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the Condominium Property and the Association Property.

#### 17.23. Developer's Rental Program.

Developer reserves the right to conduct a rental program for Home(s) owned by Developer. The number of Homes available to be leased, and the specific Home(s) available for the program shall be any Home(s) owned by Developer. Developer intends to reserve these rights until such time as Developer no longer owns any Homes in the Condominium. Rental agreements for a night, weekend, or other brief period under one (1) month as may be determined by Developer shall have provisions comparable to rental agreements used in similar developments; leases for one (1) month or such other longer period as may be determined by Developer shall have provisions comparable to residential leases used in comparable projects.

#### 17.24. Weight and Sound Restrictions.

The installation of hard and/or heavy surface floor coverings such as tile, marble, wood, and the like, in the floors of Homes which are located immediately above other Homes, must be approved in writing by the Board. Additionally, the installation of any improvement or heavy object, including any large tree or plant on a Lanai, must be approved by the Board and must be compatible with the overall structural design of the Building. In no event shall any heavy object, which would exceed a live load limit of fifty (50) pounds per square foot, be placed in any Home. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Home Owner's sole expense. The Board may require Home Owners to furnish it with certifications of the floor assembly. Additionally, the Board will have the right to specify the exact material to be used on Lanais and, in that regard, indoor/outdoor carpeting shall not be permitted on Lanais unless otherwise approved in writing by the Board. The foregoing approval requirement shall not apply to the installation of any such hard and/or heavy surface floor coverings in bathrooms and kitchens of such Homes in the area in which originally built or installed by Developer. The color and exact materials to be used on Lanai floor coverings must also be approved in writing by the Board. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Homes. Home Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements. A waterproofing system is to be placed on the concrete surface of the Lanai prior to the installation of the setting bed and tile. This waterproofing system must be as recommended by the manufacturer of the tile setting material and the installation must follow the waterproofing manufacturer's written recommendations. Home Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements. Each Home Owner, by acceptance of a deed or other conveyance of his or her Home, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and

that noises from adjoining or nearby Homes and/or mechanical equipment can often be heard in another Home. Developer does not make any representation or warranty as to the level of sound transmission between and among Homes and the other portions of the Condominium or between other Buildings or noises and sounds outside of the Condominium, and each Home Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission. This Section 17.24 shall not apply to Developer.

#### 17.25. Nearby Construction/Natural Disturbances

The Home Owners may for some time in the future be disturbed by the noise, commotion and other unpleasant effects of nearby construction and/or renovation activity. Because the Condominium is in a community under development, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Home or of any part of the Condominium may block, obstruct, shadow or otherwise affect the view lines of any particular Home or of any part of the Condominium, which may currently be visible from the Home or from the Condominium. Therefore, Home Owners hereby agree to release Developer and every affiliate and person affiliated in any way with Developer from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against Developer or its affiliates related to the view lines of any particular Home or of any part of the Condominium. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter, except as is set forth herein.

### 18. PARKING SPACES

All parking spaces on the Common Elements, if any, or Association Property shall be available on a first come, first serve basis to the Homes and Other Homes; provided, however, Developer and/or the Association reserve the right to assign parking spaces at any time to specific Homes or to Other Homes and to enforce such parking space assignments on such terms and conditions as Developer or the Board may from time to time determine. Notwithstanding the foregoing, Developer specifically reserves the right to reserve parking spaces for "customer or employee parking only" in connection with its sales and leasing activities.

### 19. MAINTENANCE AND REPAIR PROVISIONS

#### 19.1. By Home Owners

19.1.1. Maintenance and Repair. Each Home Owner shall maintain in good condition, repair and replace at his or her expense all portions of his or her Home, including the interior of the garage and appurtenant equipment, Limited Common Elements, and the following equipment or fixtures if located within his or her Home or on the Limited Common Elements assigned to his or her Home, electrical fixtures, appliances, air conditioning or heating equipment, water heaters or built-in cabinets including any screening on his or her Lanai, all window glass, window screens and all interior surfaces within or surrounding his or her Home (such as the surfaces of the walls, ceilings, floors and walkway) and the interior of all exterior doors (including garage doors), casings and hardware therefor; maintain and repair the fixtures therein, including the air conditioning equipment; and pay for any utilities which are separately metered to his or her Home. Every Home Owner shall be responsible for the maintenance, repair

and replacement of the garage door mechanisms associated with the garage located within his or her Home, but shall not be responsible for the painting of the exterior surface of the garage or the replacement of the garage door, which shall be the responsibility of the Association. Every Home Owner must perform promptly all maintenance and repair work within his or her Home, as aforesaid, which if not performed would affect the Condominium Property, Jameson Place II in its entirety or a Home belonging to another Home Owner. Each Home Owner shall be expressly responsible for the damages and liabilities that his or her failure to perform his or her above mentioned responsibilities may engender. Said Home shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board as provided in this Declaration.

In addition to the foregoing, each Home Owner shall be required to maintain appropriate climate control, keep his or her Home clean, dry, well-ventilated and free of contamination and shall take necessary measures to retard and prevent mold, mildew, toxins and fungi from accumulating in the Home. Each Home Owner shall be required to clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Further, given the climate and humid conditions in the area where the Condominium Property is located, molds, mildew, toxins and fungi may exist and/or develop within the Home and/or the Condominium Property. Each Home Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. Each Home Owner, whether or not occupying the Home, shall continuously run the air conditioning to maintain the Home temperature at a maximum temperature of seventy-eight (78°) degrees, to minimize humidity in the Home. Home Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Home, common hallways, if any, and any other Common Elements; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows and each Home Owner shall be responsible for damage to the Home, the Common Elements and personal property as well as any injury to the Home Owner and/or occupants of the Home resulting from the Home Owner's failure to comply with these terms. Each Home Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred by the Association to remove mold from the Home and the Common Elements if the Home Owner fails to remediate same and each Home Owner shall be responsible for the repair and remediation of all damages to the Home and the Common Elements caused by mold. By acquiring title to a Home, each Home Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by the Home Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. Additionally, each Home Owner, by acceptance of a deed, or otherwise acquiring title to a Home, shall be deemed to have agreed that Developer shall not be responsible, and Developer hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be

experienced by the Home Owner, his/her family members and/or his/her guests, tenants, invitees and/or the pets of all of the aforementioned persons, as result of mold, mildew, fungus or spores. Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Home Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. Further, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right, but not the obligation, to enter the Home (without requiring the consent of the Home Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Home to be maintained as hereby required (with all utility consumption costs to be paid and assumed by the Home Owner). References in this Section to climate control and air conditioning shall only be applicable to those portions of the Home that are air conditioned.

19.1.2. Alterations. No Home Owner shall make any alterations in the Building or the Common Elements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, the Common Elements, the Limited Common Elements or which, in the sole opinion of the Board, would detrimentally affect the architectural design of the building without first obtaining the written consent of the Board. Under no circumstances may a Home Owner permanently enclose his or her Lanai for use as a sunroom/Florida room.

19.1.3. Painting and Board Approval. No Home Owner shall paint, refurbish, stain, alter, decorate, repair, replace or change the Common Elements or any outside or exterior portion of the Building maintained by the Association, including Lanais, Entries, doors or window frames (except for replacing window glass), etc. No Home Owner shall have any exterior lighting fixtures, mail boxes, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Building maintained by the Association without first obtaining specific written approval of the Board. The Board shall not grant approval if, in their opinion, the effect of any of the items mentioned herein will be unsightly as to the portion of the Building maintained by the Association and unless such items substantially conform to the architectural design of the Building and the design of any such items which have previously been installed at the time the Board approvals are requested.

19.1.4. Duty to Report. Each Home Owner shall promptly report to the Association or its agents any defect or need for repairs on the Condominium Property or other portions of Jameson Place II or Jameson Place, the responsibility for the remedying of which is that of the Association.

19.1.5. Use of Licensed Plumbers and Electricians. No Home Owner shall have repairs made to any plumbing or electrical wiring within a Home, except by licensed plumbers or electricians authorized to do such work by the Board. The provisions as to the use of a licensed plumber or electrician shall not be applicable to any Institutional Mortgagee or to Developer. Plumbing and electrical repairs within a Home shall be paid for by and shall be the financial obligation of the Home Owner, unless such repairs are made in a Home to plumbing and electrical systems servicing more than one (1) Home.

19.1.6. Access by Association. Each Home Owner shall permit the Association to have access to his or her Home from time to time during reasonable hours when necessary for

the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Home.

19.1.7. Air-Conditioning. Air conditioning units and service lines regarding any such air conditioning units which serve only one Home shall be maintained, replaced or repaired by the Home Owner whose Home is serviced by the air conditioning unit; provided, however, that if any repair or alteration is to be made in any Common Elements, the Board shall approve all such work.

19.1.8. Liability for Actions. A Home Owner shall be liable for the expense of any maintenance, repair or replacement of any real or personal property rendered necessary by his or her act, negligence or carelessness, or by that of his or her lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include the cost of repairing broken windows. A Home Owner shall also be liable for any personal injuries caused by his or her negligent acts or those of his or her lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

19.2. By the Association.

19.2.1. Improvements. The Association shall maintain, repair and replace as necessary all of the Common Elements and Association Property, including but not limited to, Driveways, recreational areas and facilities, perimeter walls and gated entry, landscaping and sprinkler systems, as well as all exterior surfaces of the Buildings. Notwithstanding anything herein to the contrary, the Association's maintenance responsibility for the Driveways shall not include day to day cleaning; rather, day to day cleaning of the Driveways shall be the responsibility of the Home Owner entitled to use such Driveway. Further, in the event the Association permits a Home Owner to install a covering on the surface of his or her Driveway, such as but not limited to brick pavers, then the covering shall remain the property of such Home Owner and the Association shall not be responsible for any damage to such covering in the event of the need to repair the Driveway.

19.2.2. Utilities. The Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services including the operation of the drainage and water management system and the maintenance of the sanitary water and sewer service laterals leading to the Buildings if such water and sewer lines are not maintained by the appropriate utility company, but excluding therefrom appliances, wiring, plumbing fixtures and other facilities within a Home.

19.2.3. Wetland and Conservation Area(s). The wetland and conservation area(s), as depicted on the Site Plan, if any, are a part of the Association Property and the Association shall be responsible for the maintenance thereof in accordance with the Conservation Easement. Any costs or expenses associated with foregoing shall be an Association Expense, as applicable.

19.2.4. Compliance With Regulations of Public Bodies. The Association shall perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the same in order to comply with sanitary requirements, fire hazard

requirements, zoning requirements, setback requirements, drainage requirements and other similar requirements designed to protect the public. The cost of the foregoing shall be a Common Expense.

19.2.5. Maintenance of Property Adjacent to Condominium Property. If the Association is permitted by the owner of property adjacent to the Condominium Property or the governmental authority responsible for maintaining same to provide additional maintenance for such adjacent property, and the Board elects to do so in order to enhance the overall appearance of the Condominium, then the expense thereof shall be a Common Expense or Association Expense, as applicable. The Association shall maintain the banks of lakes to the edge of water on all lakes within the Association Property. Such maintenance may include, but is not limited to, grass cutting, tree trimming, sprinkling, fertilizing, spraying, and maintaining and operating any amenities or structures established in such areas.

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

19.2.7. Surface Water or Stormwater Management System. The Association shall maintain, operate and repair the Surface Water or Stormwater Management Systems in a manner consistent with the District Permit and applicable District rules, and shall assist in the enforcement of the provisions in the Condominium Documents which relate to the Surface Water or Stormwater Management Systems. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved in writing by the District. The costs of the foregoing shall be an Association Expense.

19.2.8. Swale Maintenance. The Association shall be responsible for the maintenance, operation and repair of drainage swales, if any, located on the Condominium Property or on the Association Property, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filing, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the swales shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former condition as soon as possible by the Association.

19.2.9. Association Property. The Association shall maintain the Association Property and the costs therefor shall be an Association Expense.

### 19.3 Developer's Warranties.

Each Home Owner acknowledges and agrees by acceptance of a deed or other

conveyance of a Home that the only warranties applicable to the Condominium as of the date this Declaration is recorded (the "Effective Date") are those that may validly be imposed thereon by statutory law on the date hereof, as set forth in Section 718.203 of the Act, as such section exists on the Effective Date, the terms of which are incorporated herein by reference (the "Limited Warranty"). As to items which are within the Home but which Developer did not manufacture, such as any air conditioner, water heater, range, dishwasher and other appliances, equipment or "consumer products," Developer will transfer to Home Owner any manufacturer's warranties at closing. Each Home Owner further acknowledges and agrees that, by acceptance of a deed or other conveyance of a Home that to the extent provided by law, Developer makes no other express or implied warranties whatsoever with regard to the Home, the Common Elements, any fixtures or items of personal property sold or any other real or personal property located within the Home.

Notwithstanding anything contained in this Article 19 to the contrary, each Home Owner acknowledges and agrees by acceptance of a deed or other conveyance of a Home that Developer shall be irreparably harmed if a Home Owner undertakes the repair or replacement of any defective portion of a Home, a Building, the Common Elements or any other real or personal property constituting the Condominium Property or other portions of Jameson Place II or Jameson Place, during the time in which Developer is liable under the Limited Warranty but only to the extent such Limited Warranty is applicable. Accordingly, each Home Owner hereby agrees (i) to promptly, upon such Home Owner's knowledge of the existence of any such portion Home Owner deems to be defective, provide written notice to Developer specifying each such defective portion, upon the receipt of which, and if Developer agrees with Home Owner regarding any such defect, Developer shall have sixty (60) days ("Repair Period") to commence the repair or replacement of such defective portion and diligently pursue the completion thereof; and (ii) not to repair, replace or otherwise adjust any such defective portion during the Repair Period; provided, however, that if Developer fails to commence the repair or replacement of such defective portion within the Repair Period and Developer agrees in writing such portion is defective, such Home Owner may repair or replace same. If any Home Owner fails to comply with the provisions of this Section 19.3, such Home Owner will be deemed to have breached his/her/its obligation to mitigate damages and such Home Owner's conduct shall constitute an aggravation of damages. It is the intention of this Section 19.3 to grant certain rights to Developer which are in addition to those rights provided to Developer in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time of recording this Declaration. If a court of law should determine that any of the terms of this Section 19.3 conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

EACH HOME OWNER ACKNOWLEDGES BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A HOME THAT THE LIMITED WARRANTY IS PROVIDED EXPRESSLY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES CONCERNING THE HOME. ALL OTHER WARRANTIES WITH RESPECT TO THE HOME AND THE CONDOMINIUM PROPERTY, BOTH REAL OR PERSONAL, ARE HEREBY DISCLAIMED, TO THE EXTENT PERMITTED BY LAW, WHETHER IMPLIED OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF HABITABILITY, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE. EACH HOME OWNER ACKNOWLEDGES AND REPRESENTS BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A HOME THAT

HE/SHE/IT HAS READ AND UNDERSTOOD THIS SECTION 19.3 AND THAT HOME OWNER UNDERSTANDS THAT BY ACCEPTANCE OF A DEED OR OTHER CONVEYANCE OF A HOME HE/SHE/IT HAS ACCEPTED THE BENEFITS OF THE LIMITED WARRANTY AND HAS KNOWINGLY RELINQUISHED ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE REGARDING THE HOME AND THE CONDOMINIUM PROPERTY TO THE EXTENT PERMITTED BY SECTION 718.203 OF THE ACT.

Each Home Owner acknowledges by acceptance of a deed or other conveyance of a Home that the maximum liability of Developer under the Limited Warranty shall be the replacement cost of the defective portion of the Home, Common Elements, fixtures, items of personal property, or other real or personal property. Developer shall have the sole right to determine whether the defect shall be corrected by repair or replacement. In addition, at Developer's sole option, rather than repairing or replacing the defective item, Developer may pay Home Owner the amount by which the value of the Home has decreased as a result of this defect. In no event shall Developer be liable to Home Owner or the Association or any other person or entity for incidental, consequential or exemplary damages, or for personal injuries arising from any breach of the Limited Warranty.

Each Home Owner hereby acknowledges by acceptance of a deed or other conveyance of a Home that: (i) the Limited Warranty shall not apply if the defective portion of the Home, Common Elements, fixtures, or any other real or personal property has resulted from or been caused by, in whole or in part, the misuse of same (whether intentional or unintentional) by any person, firm, or entity other than Developer or from an accident, casualty, or physical alteration or modification; and (ii) the Limited Warranty is further conditioned upon routine maintenance being performed unless such maintenance is an obligation of Developer or the Developer-controlled Association.

To the maximum extent lawful, all implied warranties of fitness for a particular purpose, merchantability and habitability, all warranties imposed by any statute (except only the Limited Warranty to the extent it has not expired) and all other implied or express warranties of any kind or character are specifically disclaimed. Without limiting the generality of the foregoing, Developer hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Condominium Property, the existence of molds, mildew, spores, fungi and/or other toxins within the Condominium Property, except only the Limited Warranty to the extent applicable and to the extent that same has not expired by its terms.

Each Home Owner, by acceptance of a deed or other conveyance of a Home, hereby acknowledges and agrees that sound transmission in a building such as in the Condominium is very difficult to control, and that the noises from adjoining or nearby Home and/or mechanical equipment can often be heard in another Home. Developer does not make any representation or warranty as to the level of sound transmission between and among Homes and the other portions of the Condominium Property, and each Home Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.

Further, each Home Owner, by acceptance of a deed or other conveyance of a Home, shall be deemed to waive and release Developer (and its partners, members, managers,

officers, directors, employees, attorneys, agents, and representatives) from any and all express or implied warranties as to design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins, or fungi, and furnishing and equipping of any improvements thereon, or as to view and/or natural light. Each Home Owner by acceptance of a deed or other conveyance of a Home hereby acknowledges and agrees that Developer does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light. Also, as to any implied warranty which cannot be disclaimed entirely, all secondary, incidental, and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental, and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

Further, given the climate and humid conditions in Florida, molds, mildew, spores, fungi and/or other toxins may exist and/or develop within the Home and/or Condominium. Home Owner's are hereby advised that certain molds, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become toxic and potentially pose a health risk. By acquiring title to a Home, each Home Owner shall be deemed to have assumed the risks, if any, associated with molds, mildew, spores, fungi and/or other toxins and to have released and indemnified Developer and any entity affiliated with Developer from and against any and all liability or claims resulting from same, including without limitation, any liability for incidental or consequential damages, which may result from, without limitation, the inability to possess the Home, inconvenience, moving costs, rental costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury and death to or suffered by any of Home Owner's Guests (hereinafter defined) and any other person or pets. Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Home Owner by acceptance of a deed or other conveyance of a Home acknowledges that Developer is not responsible for, and Developer hereby disclaims any responsibility for, any illness or allergic reactions which may be experienced by a Home Owner, his/her/its pets, his/her/its family members and/or his/her/its guests, tenants and invitees (collectively "Home Owner's Guests") as a result of mold, mildew, fungus or spores. It is solely each Home Owner's responsibility to keep its Home clean, dry well-ventilated and free of contamination.

All Home Owners, by virtue of acceptance of title to their respective Home(s) (whether from Developer or another party), shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. Further, neither Developer nor any Home Owners shall seek a jury trial in the event of any litigation as a result of any claim arising out of the statutory warranties provided in Section 718.203 of the Act.

Each Home Owner, by acceptance of a deed or other conveyance of a Home, understands and agrees that there are various methods for calculating the square footage of a Home. Additionally, as a result of in-the-field construction, other permitted changes to the Home, and settling and shifting of improvements, actual square footage of a Home may also be affected. By accepting title to a Home, the applicable Home Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Home, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section 19.3, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights), or square footage of any Home, and each Home Owner shall be deemed to have fully waived and released any such representation or

warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Home.

#### 19.4. Alterations and Improvements.

The Association shall have the right to make or cause to be made structural changes and improvements of the Common Elements which are approved by the Board and which do not prejudice the rights of any Home Owner or any Institutional Mortgagee. In the event such changes or improvements prejudice the rights of a Home Owner or Institutional Mortgagee, the consent of such Home Owner or Institutional Mortgagee so prejudiced shall be required before such changes or improvements may be made or caused. In any event, approval of the Board shall be submitted for ratification by the affirmative vote of the Home Owners of two-thirds (2/3) of the Homes if the cost of the same shall be a Common Expense which shall exceed One Thousand Dollars (\$1,000) per Home (such amount is based on the value of the dollar in 2014). Such amount shall be increased each year thereafter based upon the increases in the Consumer Price Index. The cost of such alterations and improvements shall be assessed among the Home Owners in proportion to their share of Common Expenses.

### 20. ASSESSMENTS FOR COMMON EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS

#### 20.1. Affirmative Covenant to Pay Common Expenses and Association Expenses.

In order to: (i) fulfill the covenants contained in this Declaration; (ii) provide for maintenance and preservation of the Common Elements and the Association Property for the recreation, safety, welfare, and benefit of Home Owners, their invitees, guests, family members and lessees, subject to the terms of this Declaration; and (iii) provide for maintenance and preservation of the services and amenities provided for herein, there is hereby imposed upon the Homes and the Home Owners thereof the affirmative covenant and obligation to pay the Assessments including, but not limited to, the Annual Assessments. Each Home Owner, by acceptance of a deed or other instrument of conveyance for a Home, whether or not it shall be so expressed in any such deed or instrument, shall be so obligated and agrees to pay to the Association all Assessments determined in accordance with the provisions of this Declaration and all of the covenants set forth herein shall run with the Condominium Property and each Home therein and the Association Property.

#### 20.2. Lien.

The Annual Assessment and Special Assessments, as determined in accordance with Article 21 hereof, together with Interest thereon and costs of collection thereof, including Legal Fees as hereinafter provided, are, pursuant to the Act, subject to a lien right on behalf of the Association to secure payment thereof and such Assessments are hereby declared to be a charge on each Home and shall be a continuing lien upon the Home against which each such Assessment is made. Each Assessment against a Home together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed. The Association's statutory lien for Assessments shall be effective and have the priority as provided in the Act. The Association's statutory lien for Assessments shall be evidenced by a claim of lien recorded amongst the Public Records of the County, which claim of lien shall contain a written acknowledged statement by

the Association, as of the date the statement is signed setting forth the description of the condominium parcel (as defined in the Act), the name of the record owner, the name and address of the Association, the amount due to the Association and the due dates. Upon full payment of all sums secured by such lien or liens, the party making payment shall be entitled to a recordable satisfaction of the statement of lien.

20.2.1. Personal Obligation. Each Assessment against a Home, together with Interest thereon and costs of collection thereof, including Legal Fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Home so assessed.

20.2.2. Institutional Mortgagees. An Institutional Mortgagee or other person who obtains title to a Home by foreclosure of a first mortgage, or Institutional Mortgagee who obtains title to a Home by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due prior to such acquisition of title to the extent required by Section 718.116 of the Act as it exists at the time of recording this Declaration in the Public Records of the County. Assessments which are not due from such Institutional Mortgagee shall become a Common Expense collectible from all Home Owners pursuant to Section 22.8 hereof.

#### 20.3. Allocation of Association Expenses.

Included in the estimated operating Budget for the Condominium are line items for the maintenance, repair, replacement and operation of the Association Property. These expenses are shared with Jameson Place I, which condominium is also operated by the Association and whose unit owners are also Members of the Association as well as any Other Home Owners, if any, in Jameson Place. The amounts shown in the Budget represent the share of Association Expenses attributable to the Condominium.

#### 20.4. Enforcement.

In the event that any Home Owner shall fail to pay any Annual Assessment, or installment thereof, or any Special Assessment, or installment thereof, charged to his or her Home within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have the following remedies, in addition to any other remedies provided for in the Act:

- (i) To advance, on behalf of the Home Owner in default, funds to accomplish the needs of the Association; provided that: (a) the amount or amounts of monies so advanced, including Legal Fees and expenses which have been reasonably incurred because of or in connection with such payments, together with Interest thereon, may thereupon be collected by the Association; and (b) such advance by the Association shall not waive the default of the Home Owner in failing to make his or her payments;
- (ii) To accelerate the entire amount of any Annual Assessments for the remainder of the budget year in accordance with the provisions of the Act and rules set forth in the Florida Administrative Code promulgated by the Division of Florida Condominiums, Timeshares and Mobile Homes ("Division");

- (iii) To file an action in equity to foreclose its lien at any time after the effective date thereof or an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and
- (iv) To file an action at law to collect the amount owing plus Interest and Legal Fees without waiving its lien rights and its right of foreclosure.

## 21. METHOD OF DETERMINING, ASSESSING AND COLLECTING ASSESSMENTS

The Assessments as hereinafter set forth and described shall be assessed to and collected from Home Owners on the following basis:

### 21.1. Determining Annual Assessment.

21.1.1. Expenses. The total anticipated Common Expenses for each calendar year shall be set forth in a schedule to the Budget of the Association which shall be prepared by the Board, but subject to the approval of a majority of the Home Owners before such Budget shall be operative or effective. The total anticipated Common Expenses shall be that sum necessary for the maintenance and operation of the Condominium and such expenses shall be allocated to the Homes based upon each Home's share of the Common Expenses, which allocated sum, shall be assessed as the "Annual Assessment." At any time during the fiscal year, the Annual Assessment may be adjusted monthly in the instance where the Board determines that the estimated Common Expenses are insufficient to meet the actual Common Expenses being incurred, in which event the anticipated Common Expenses for the remaining months may be increased accordingly in calculating the Annual Assessment. Notwithstanding anything contained in this Declaration, the Articles of Incorporation or the Bylaws of the Association to the contrary, no Budget of the Condominium, or adjustment or amendment thereto, shall be operative or effective without the approval of a majority of the Home Owners.

21.1.2. Assessment Payment. The Annual Assessment shall be payable monthly in advance on the first day of each month of a calendar year, or at such other time as may be determined by the Board from time to time but in no event less frequently than quarterly. The Association has the right to accelerate Assessments against a Home Owner who is delinquent in payment of Common Expenses. Accelerated Assessments shall be due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

### 21.2. Special Assessments.

In addition to the Annual Assessment, Home Owners shall be obligated to pay such Special Assessments as shall be levied by the Board, provided such Special Assessments are approved by a majority of the Home Owners, against their Home in accordance with the Bylaws, either as a result of: (i) extraordinary items of expense; (ii) costs incurred in correcting maintenance deficiencies of a particular Home or in otherwise enforcing the provisions of the Condominium Documents; (iii) the failure or refusal of other Home Owners to pay their Annual Assessment; or (iv) such other reason or basis determined by the Board which is not inconsistent

with the terms of the Condominium Documents or the Act. Notwithstanding anything contained in this Declaration to the contrary, no additional, capital and/or Special Assessments shall be effective and/or enforceable without the approval of a majority of the Home Owners.

## 22. COMMON EXPENSES

The following expenses are declared to be Common Expenses of the Condominium which each Home Owner is obligated to pay to the Association as provided in this Declaration and the Condominium Documents.

### 22.1. Utility Charges.

All charges levied against the Association for utilities providing services for the Common Elements, whether they are supplied by a private or public firm shall, as appropriate, be considered Common Expenses. It is contemplated that this obligation will include all charges for water, gas, electricity, telephone, sewer, trash removal and any other type of utility or any other type of service charge incurred in connection with the Common Elements.

### 22.2. Insurance.

The premiums on any policy or policies of insurance required to be maintained under this Declaration and the premiums on any policy or policies the Association determines to maintain on the Condominium Property and the Association Property or specifically related to the Condominium, even if not required to be maintained by the specific terms of this Declaration, shall be Common Expenses.

### 22.3. Destruction of Buildings or Improvements.

Any sums necessary to repair or replace, construct or reconstruct damages caused by the destruction of any Building or structure upon the Common Elements or Association Property by fire, windstorm, flood or other casualty regardless of whether or not the same is covered in whole or in part by insurance, including all amounts required to be deducted from any proceeds received by the Association from an insurer pursuant to a deductible clause in the applicable insurance agreement, shall be Common Expenses. In the event insurance money shall be payable, such insurance money shall be paid to the Association, which shall open an account with a banking institution doing business in the County, for the purpose of providing a fund for the repair and reconstruction of the damage. The Association shall pay into such account, either in addition to the insurance proceeds, or in the event there are no insurance proceeds, such sums as may be necessary so that the funds on deposit will equal the costs of repair and reconstruction of the damage or destruction. The sums necessary to pay for the damage or destruction as herein contemplated shall be considered Common Expenses, but shall be raised by the Association under the provisions for Special Assessments as provided in Section 21.2 of this Declaration. The Association agrees that it will levy Special Assessments to provide the funds for the cost of reconstruction or construction within ninety (90) days from the date the destruction takes place subject to delays caused by matters of force majeure, and shall go forward with all deliberate speed so that the construction or reconstruction, repair or replacement, shall be completed, if possible, within nine (9) months from the date of damage.

#### 22.4. Maintenance, Repair and Replacements.

Common Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings and improvements, personal property and furniture, fixtures and equipment of the Association upon the Common Elements and the Association Property, including Driveways, in a manner consistent with the development of the Condominium and in accordance with the covenants and restrictions contained herein, and with all orders, ordinances, rulings and regulations of any and all federal, state and city governments having jurisdiction thereover including the statutes and laws of the State of Florida and the United States. This shall include any expenses attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing the Condominium Property and the Association Property, pursuant to agreements between the Association and utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Special Assessment as provided in Section 21.2 of this Declaration.

#### 22.5. Administrative and Operational Expenses.

The costs of administration of the Association including, but not limited to, any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association as to the Condominium and the Association Property shall be deemed to be Common Expenses. In addition, it is contemplated that the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise related entity of Developer) to assist in the operation of the Condominium Property and the Association Property and carrying out the obligations of the Association hereunder. The fees or costs of this or any other management company or contractors so retained shall be deemed to be part of the Common Expenses hereunder as will fees which may be required to be paid to the Division from time to time.

#### 22.6. Indemnification.

The Association covenants and agrees that it will indemnify and hold harmless Developer and the officers and members of the Board from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life, and/or damage to property sustained in or about the Condominium Property and the Association Property or the appurtenances thereto from and against all costs, Legal Fees, expenses and liabilities incurred in and about any such claim, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered therein. Included in the foregoing provisions of indemnification are any expenses that Developer and/or the officers and Directors may be compelled to incur in bringing suit for the purpose of compelling the specific enforcement of the provisions, conditions and covenants contained in this Declaration to be kept and performed by the Association.

#### 22.7. Compliance with Laws.

The Association shall take such action as it determines necessary or appropriate in order for the Common Elements to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local,

including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Common Expense.

22.8. Failure or Refusal of Home Owners to Pay Annual Assessments.

Funds needed for Common Expenses due to the failure or refusal of Home Owners to pay their Annual Assessments levied or billed shall, themselves, be deemed to be Common Expenses and properly the subject of an Assessment.

22.9. Extraordinary Items.

Extraordinary items of expense under this Declaration such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

22.10. Matters of Special Assessments Generally.

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Condominium Documents must also be approved by a majority vote of the Home Owners at any meeting of members of the Association having a quorum, except that no such approval need be obtained for a Special Assessment for the replacement or repair of a previously existing improvement on the Condominium Property and the Association Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditure shall be the subject of a Special Assessment.

22.11. Costs of Reserves.

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance, repair and replacement of the Common Elements and the Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Common Expense. Reserves shall be levied, assessed and/or waived in accordance with the Act. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Home Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

22.12. Miscellaneous Expenses.

Common Expenses shall include the cost of all items of costs or expense pertaining to or for the benefit of the Association or the Common Elements or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Common Expense by the Board.

22.13. Property to be Owned or Maintained by the Association

Notwithstanding the current ownership of any real or personal property by

Developer, in the event it is contemplated that such property will be owned or is to be maintained by the Association, then the costs associated by the ownership or maintenance shall be either a Common Expense or an Association Expense commencing with the recordation of this Declaration.

22.14. Association Expenses. The Home Owners' proportionate share of the costs and expenses incurred by the Association in connection with the operation, management, maintenance, repair and replacement (including, without limitation, reasonable reserves, as determined by the Board) of the Association Property shall be deemed a Common Expense hereunder.

22.15. Taxes.

Any and all taxes levied or assessed at any and all times by any and all taxing authorities including all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments and water drainage districts, and in general all taxes and tax liens which may be assessed against the Common Elements and Association Property and against any and all personal property and improvements therein, which are now or which hereafter may be a portion thereof to be placed thereon, including any interest, penalties and other charges which may accrue thereon shall, as appropriate, be considered Common Expenses.

23. PROVISIONS RELATING TO PROHIBITION  
OF FURTHER SUBDIVISION

23.1. Subdivision.

Except regarding such rights as may be granted by Developer hereunder, the space within any of the Homes and Common Elements shall not be further subdivided. No time share units may be created in any portion of the Condominium Property. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Home shall be deemed to describe the entire Home owned by the person executing such instrument and the interest in the Common Elements appurtenant thereto.

23.2. Incorporation of Section 718.107 of the Act.

The provisions of Section 718.107 of the Act are specifically incorporated into this Declaration.

24. PROVISIONS RELATING TO SEVERABILITY

If any provision of this Declaration, any of the other Condominium Documents or the Act is held invalid, the validity of the remainder of this Declaration, the Condominium Documents or the Act shall not be affected.

## 25. PROVISIONS RELATING TO INTERPRETATION

### 25.1. Titles.

Article, Paragraph and subparagraph titles in this Declaration are intended only for convenience and for ease of reference, and in no way do such titles define, limit or in any way affect this Declaration or the meaning or contents of any material contained herein.

### 25.2. Gender.

Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

### 25.3. Member.

As used herein, the term "member" means and refers to any person, natural or corporate, who becomes a member of the Association, whether or not that person actually participates in the Association as a member.

### 25.4. Rule Against Perpetuities.

In the event any court should hereafter determine any provisions as originally drafted herein in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be that of the incorporator of the Association.

## 26. PROVISIONS CONTAINING REMEDIES FOR VIOLATION

Each Home Owner shall be governed by and shall comply with the Act and all of the Condominium Documents as such Condominium Documents may be amended and supplemented from time to time. Failure to do so shall entitle the Association, any Home Owner or any Institutional Mortgagee holding a mortgage on any portion of the Condominium Property to either sue for injunctive relief, for damages or for both, and such parties shall have all other rights and remedies which may be available at law or in equity. The failure to enforce promptly any of the provisions of the Condominium Documents shall not bar their subsequent enforcement. In any proceeding arising because of an alleged failure of a Home Owner to comply with the terms of the Condominium Documents, the prevailing party shall be entitled to recover the costs of the proceeding and Legal Fees. The failure of the Board to object to Home Owners' or other parties' failure to comply with covenants or restrictions contained herein or in any of the other Condominium Documents (including the rules and regulations promulgated by the Board) now or hereafter promulgated shall in no event be deemed to be a waiver by the Board or of any other party having an interest therein of its rights to object to same and to seek compliance therewith in accordance with the provisions of the Condominium Documents.

In addition to the foregoing, the District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Condominium Documents which relate to the

maintenance, operation and repair of the Surface Water or Stormwater Management System.

## 27. PROVISIONS FOR ALTERATIONS OF HOMES BY DEVELOPER

### 27.1. Developer's Reserved Right.

Developer reserves the right to alter, change or modify the interior design and arrangement of all Homes and to nonmaterially alter the boundaries between the Homes as long as Developer owns the Homes so altered (which alterations in Developer's Homes are hereinafter referred to as the "Alterations").

### 27.2. Alterations Amendment

Any Alterations which will alter the boundaries of existing Common Elements of the Condominium other than interior walls abutting Homes owned by Developer and the Common Elements therein and not including proposed Common Elements of any Subsequent Phase not then submitted to condominium ownership will first require an amendment to this Declaration in the manner provided in Article 28 hereof.

In the event Alterations do not require an amendment in accordance with the above provisions, then, as long as Developer owns the Homes being affected, an amendment of this Declaration shall be filed by Developer ("Developer's Amendment") in accordance with the provisions of this Section. Such Developer's Amendment need be signed and acknowledged only by Developer and need not be approved by the Association, Home Owners or lienors or mortgagees of the Homes, whether or not such approvals are elsewhere required for an amendment of this Declaration.

## 28. PROVISIONS FOR AMENDMENTS TO DECLARATION

### 28.1. General Procedure.

Except as to the Amendment described in Section 27.2 hereof, and the matters described in Sections 28.2, 28.3, 28.4, 28.5, 28.6, 28.7 and 28.8 below, and except when a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effect an amendment), this Declaration may be amended at any regular or special meeting of the Home Owners called and held in accordance with the Bylaws, by the affirmative vote of not less than two-thirds (2/3) of the Home Owners. An amendment to the Declaration shall be evidenced by a certificate executed by the Association and the amendment shall be recorded in accordance with the Act. A true copy of such amendment shall be sent by certified mail by the Association to Developer, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, and to all Listed Mortgagees ("Mailing"). The amendment shall become effective upon its recording amongst the Public Records, but the amendment shall not be recorded until sixty (60) days after the Mailing, unless such sixty (60)-day period is waived in writing by Developer, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, and all Listed Mortgagees.

#### 28.2. Material Alteration.

Except as otherwise provided in this Declaration, no amendment of the Declaration shall change the configuration or size of any Home in any material fashion, materially alter or modify the appurtenances to such Home, change the proportion or percentage by which the Home Owner shares the Common Expenses and owns the Common Surplus and Common Elements or the Home's voting rights in the Association, unless: (i) the record owner of the Home joins in the execution of the amendment; (ii) all record owners of liens on the Home join in the execution of the amendment; and (iii) all the record owners of all other Homes approve the amendment. Any such amendments shall be evidenced by a certificate joined in and executed by all the Home Owners and all Institutional Mortgagees holding mortgages thereon and shall be recorded in the same manner as provided in Section 28.1; provided, however, no amendment to this Declaration shall change the method of determining Annual Assessments unless approved in writing by the Institutional Mortgagees holding mortgages encumbering two-thirds (2/3) of the Homes encumbered by mortgages held by Institutional Mortgagees; and further provided, however, no amendments of a material and adverse nature to Institutional Mortgagees shall be valid unless approved by Institutional Mortgagees that represent at least fifty-one percent (51%) of the votes of Homes that are subject to its mortgages.

#### 28.3. Defect, Error or Omission.

Whenever it shall appear to the Board that there is a defect, error or omission in the Declaration, or in other documentation required by law to establish the Condominium, the Association, through its Board, shall immediately call for a special meeting of the Home Owners to consider amending the Declaration or other Condominium Documents. Upon the affirmative vote of one-third (1/3) of the Home Owners, with there being more positive votes than negative votes, the Association shall amend the appropriate documents. A true copy of such amendment shall be sent in conformance with the Mailing. The amendment shall become effective upon the recording of the certificate amongst the Public Records, but the certificate shall not be recorded until sixty (60) days after the Mailing, unless such sixty (60) day period is waived in writing by Developer, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, and all Listed Mortgagees.

#### 28.4. Rights of Developer, the Association, and Institutional Mortgagees.

No amendment shall be passed which shall impair or prejudice the rights or priorities of Developer, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, the Association or any Institutional Mortgagee under this Declaration and the other Condominium Documents without the specific written approval of Developer, for so long as Developer holds any Homes for sale or lease in Jameson Place in the ordinary course of business, the Association, or any Institutional Mortgagees affected thereby. In addition, any amendment, which would alter any provision relating to the Surface Water or Stormwater Management System (s), beyond maintenance in its original condition, including the water management portions of the Condominium Property, must have the prior written approval of the District.

#### 28.5. Scrivener's Error.

The Association may amend this Declaration and any exhibits hereto, in order to

correct a scrivener's error or other defect or omission by the affirmative vote of two-thirds (2/3) of the Board without the consent of the Home Owners provided that such amendment does not materially and adversely affect the rights of Developer, Home Owners, lienors or mortgagees. This amendment shall be signed by the President of the Association and a copy of the amendment shall be furnished to the Association and all Listed Mortgagees and sent pursuant to the Mailing as soon after recording thereof amongst the Public Records, as is practicable.

28.6. Amendments Required by Secondary Mortgage Market Institutions.

Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Home Owners, file any amendment to this Declaration, the Articles and/or the Bylaws which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, that any such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

28.7. U.S. Housing and Urban Development/U.S. Department of Veterans Affairs Approval.

In the event that the Condominium receives U.S. Department of Housing and Urban Development ("HUD") or the U.S. Department of Veterans Affairs ("VA") project approval, any amendment to this Declaration, the Articles, Bylaws or any other enabling documentation, excluding amendments to add phases, any mergers and consolidations, mortgaging of common area or dissolutions of the Articles, must be approved in writing by HUD or VA as long as Developer owns any Homes in Jameson Place II.

28.8. Amendments Regarding Tenants/Leasing Restrictions.

Any amendment to any of the Condominium Documents granting the Association or the Board the right to approve or in any manner screen tenants of any Home Owner must first be approved by a majority of the Board and three-fourths (3/4) of all Home Owners (at a duly called meeting of the Home Owners at which a quorum is present). Any amendment to any of the Condominium Documents restricting a Home Owner's right to lease his or her Home shall be adopted in accordance with the Act.

28.9. Condominium Documents.

The Articles, Bylaws and other Condominium Documents shall be amended as provided in such documents.

28.10. Form of Amendment.

To the extent required by the Act, as amended from time to time, no provision of this Declaration shall be revised or amended by reference to its title or number only and proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be

deleted shall be lined through with hyphens; provided, however, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated for words added or deleted, but, instead a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial Rewording of Declaration. See provision \_\_\_\_ for present text." Notwithstanding anything herein contained to the contrary, however, failure to comply with the above format shall not be deemed a material error or omission in the amendment process and shall not invalidate an otherwise properly promulgated amendment.

## 29. PROVISIONS SETTING FORTH THE RIGHTS OF DEVELOPER TO SELL HOMES

### 29.1. Developer's Right to Convey.

The provisions, restrictions, terms and conditions of Article 17 hereof, other than those matters specified in 61B-18.007, F.A.C., shall not apply to Developer for so long as Developer holds Homes for sale or lease in the ordinary course of business. During such time, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Home upon any terms and conditions as it shall deem to be in its own best interests. As used herein, the phrase "ordinary course of business" shall mean any method of sale employed by Developer to sell or lease Homes, including, but not limited to, having a sales and/or leasing office, using the services of any broker or advertising Homes for sale or lease.

### 29.2. Developer's Right to Transact Business.

Developer reserves and shall have the right to enter into and transact on the Condominium Property and other portions of Jameson Place any business necessary to consummate the construction, sale, lease or encumbrance of Homes including the right to maintain models and a sales and/or leasing office, place signs, leave entrance gates (if any) open during sales, leasing and/or construction periods, employ sales personnel, hold promotional parties, use the Common Elements and show Homes and including the right to carry on construction activities of all types necessary to construct all improvements in Jameson Place II pursuant to the plan for development as set forth in Articles 5, 6 and 10 hereof. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales and/or leasing efforts shall not be considered a part of the Common Elements and shall remain the property of Developer. Developer reserves the right for itself and any of its affiliates to utilize the models for other communities in Jameson Place as Developer and/or any of Developer's affiliates as developers of such other communities may so determine. By way of example and not limitation, Home Owners shall not interfere in any manner whatsoever in the construction, sales and leasing process by Developer and/or any of its affiliates, including the carrying of signs or other types of demonstrations on the Condominium Property or any public right of way adjacent to the Condominium Property or the closing of entrance gates (if any) when Developer determines such entrance gates must remain open to accommodate Developer's construction, sales or leasing activities. Each Home Owner acknowledges that any such activities interfere with the quiet enjoyment of the Condominium by the other Home Owners, are detrimental to the value of the Homes within the Condominium, and interfere with Developer's ability to conduct its business.

### 29.3. Assignment.

This Article 29 may not be suspended, superseded or modified in any manner by any amendment to the Declaration, unless such amendment is consented to in writing by Developer. The right of use and transaction of business as set forth in this Article 29 may be assigned in writing by Developer in whole or in part.

## 30. GENERAL PROVISIONS

### 30.1. Withdrawal Notice; Other Homes and Merger.

30.1.1. Rights of Developer. Nothing contained in this Declaration shall be deemed to prohibit Developer from developing any condominium units or other types of non-condominium residential developments, if approved by the applicable governmental authorities, other than the Homes within the Condominium, upon any portion of any Subsequent Phase with respect to which Developer has recorded amongst the Public Records a Withdrawal Notice.

30.1.2. Rights of Home Owners of Other Homes to Common Elements, Association Property and Easements Created for Access. In the event that Developer develops Other Homes on any portion of any Subsequent Phase which is the subject of a Withdrawal Notice, the Other Home Owners and their family members, guests, invitees, and lessees shall have as an appurtenance to and a covenant running with such Other Homes: (i) the right to use and enjoy any recreational facilities, landscaped areas, walks, drives, parking areas, other facilities and improvements, including, but not limited to, the real property and all improvements, which comprise the Association Property and Common Elements of the Condominium, in the same manner and with the same privileges as Home Owners have or may have from time to time; and (ii) a perpetual nonexclusive easement over, across and through the Condominium Property and for the use and enjoyment thereof and from and to public ways, including dedicated streets and the Association Property. Home Owners shall have a similar perpetual nonexclusive easement for ingress and egress and access to, over and across the walks and other rights-of-way located upon the portion of the Land covered by a Withdrawal Notice from and to public ways, including dedicated streets and the Association Property, subject to rules and regulations established by the Association governing the use and enjoyment of such easements. The Association shall not establish any rule or regulation with respect to the use and enjoyment of the Association Property or the easements created by this subsection 30.1.2 which do not apply uniformly to the Home Owners, Other Home Owners and their respective family members, guests, invitees and lessees.

30.1.3. Obligations of Other Homes. The Association Expenses as to the Association Property shall be assessed among all existing Homes and the Other Homes Subject to Assessment as more particularly set forth in and pursuant to the provisions of Sections 6.6 and 30.2 of this Declaration.

30.1.4. Liens upon Other Homes. There shall be a charge on and continuing lien upon all Other Homes Subject to Assessment against which assessment is made as provided in Section 6.6 and Paragraph 30.1.3 which shall be subject to all provisions herein to which Homes are subject, including, but not limited to, the rights of foreclosure of Other Homes Subject to Assessment and such right shall be set forth in the documents establishing the Other Homes.

30.1.5. Developer Approval of Amendments to Article 30. Amendment of this Article 30 shall require, in addition to any votes or approvals elsewhere required, the written consent of Developer, for so long as Developer owns any Homes for sale in the ordinary course of business.

30.1.6. Merger. The Association may merge the condominiums operated by the Association by calling a special meeting for such purpose, obtaining the affirmative vote of seventy-five (75) percent of the owners in such condominium, obtaining the approval of all record owners of liens, and upon the recording of new or amended Articles of Incorporation, Declarations, and Bylaws.

### 30.2. Multicondominium Provisions.

Jameson Place is a "multicondominium" development. The Association Expenses, which include, without limitation, the assets, liabilities, common surplus and liability for the Common Expenses of the Association which are not Common Expenses attributable to a particular condominium or condominiums, shall be equal as to each condominium unit operated by the Association. The Assessment for Association Expenses as to each condominium shall be determined by dividing the Association Expenses by the total number of condominium units operated by the Association. As to each condominium, this amount shall be multiplied by the number of units in the condominium, which amount shall be added to the common expenses of the condominium to be levied and assessed against the unit owners thereof in accordance with the declaration of condominium for that condominium. The share of each Other Home Owner in Jameson Place in the Common Surplus of the Association shall be determined in the same manner.

Developer currently has no plans to have Other Home Owners in any Jameson Place Condominium share common elements, other than the easement provided in subparagraph 30.1.2 hereinabove, or to add any additional property to be owned by the Association.

Each condominium unit within Jameson Place shall have appurtenant thereto one (1) vote in the Association, which shall be exercised personally by the unit owner.

### 30.3. Severability.

Invalidation of any one of these covenants or restrictions or of any of the terms and conditions herein contained shall in no way affect any other provisions which shall remain in full force and effect.

### 30.4. Rights of Mortgagees.

30.4.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Condominium Documents and the books, records and financial statements of the Association to Home Owners and the holders, insurers or guarantors of any first mortgages encumbering Homes. In addition, evidence of insurance shall be issued to each Home Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this subsection

30.4.1, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Home on which it has (or insures or guaranties) the mortgage.

30.4.2. Rights of Listed Mortgagee. Upon written request to the Association identifying the name and address of the Listed Mortgagee of a mortgage encumbering a Home and the legal description of such Home, the Association shall provide such Listed Mortgagee with timely written notice of the following:

30.4.2.1. Any condemnation, loss or casualty loss which affects any material portion of the Condominium or any Home encumbered by a first mortgage held, insured or guaranteed by such Listed Mortgagee;

30.4.2.2. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

30.4.2.3. Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Home; and

30.4.2.4. Any failure by a Home Owner owning a Home encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Condominium Documents, including, but not limited to, any delinquency in the payment of Annual Assessments or Special Assessments, or any other charge owed to the Association by said Home Owner where such failure or delinquency has continued for a period of sixty (60) days.

30.4.3. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled free of charge to financial statements from the Association for the prior fiscal year and the same shall be furnished within a reasonable time following such request.

30.4.4. Right to Cover Cost. Any Listed Mortgagee shall have the right, but not the obligation, and at its sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home. Further, any Listed Mortgagees shall have the right, but not the obligation, and at its sole option, to pay insurance premiums or fidelity bond premiums or any New Total Tax on behalf of the Association where, in regard to insurance premiums, the premiums are overdue and where lapses in policies may or have occurred or, in regard to New Total Taxes, where such tax is in default and which may or has become a charge against the Condominium Property. Any Listed Mortgagees paying insurance premiums or any New Total Tax on behalf of the Association as set forth above shall be entitled to immediate reimbursement from the Association plus any costs of collection, including, but not limited to, Legal Fees.

30.5. Developer Approval of Association Actions.

Notwithstanding anything in this Declaration to the contrary, while Developer holds Homes for sale or lease in the ordinary course of business, none of the following actions may be taken without approval in writing by Developer:

- (i) Assessment of Developer as a Home Owner for capital improvements; and
- (ii) Any action by the Association that would be detrimental to the sale or leasing of Homes by Developer.

The determination as to what actions would be detrimental or what constitutes capital improvements shall be in the sole discretion of Developer; provided, however, that an increase in assessments for Common Expenses without discrimination against Developer shall not be deemed to be detrimental to the sale or lease of Homes.

#### 30.6. Notices.

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Home Owner, at the address of the person whose name appears as the Home Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Home Owner; (ii) the Association, certified mail, return receipt requested, at 8529 South Park Circle, Suite 330, Orlando, Florida 32819, or such other address as the Association shall hereinafter notify Developer and the Home Owners of in writing; and (iii) Developer, certified mail, return receipt requested, at 100 Rialto Place, Suite 800, Melbourne, FL 32901, Attn: Division President, with a separate copy to 100 Rialto Place, Suite 800, Melbourne, FL 32901, Attn: Chief Financial Officer, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Home. Upon request of a Home Owner the Association shall furnish to such Home Owner the then current address for Developer as reflected by the Association records.

#### 30.7. No Time-Share Estates.

Pursuant to the requirements of Section 718.403(2)(f) of the Act, it is hereby specified that no time share estates will be created with respect to Homes in any Phase.

#### 30.8. Assignment of Developer's Rights.

Developer shall have the right to assign, in whole or in part, any of its rights granted under this Declaration. No Home Owner or other purchaser of a portion of the Land shall, solely by the purchase, be deemed a successor or assignee of any rights granted to Developer under this Declaration, unless such purchaser is specifically designated as such in an instrument executed by Developer

#### 30.9. Lease.

A lessee of a Home shall by execution of a lease, be bound by all applicable terms and provisions of this Declaration and be deemed to, accept his or her leasehold estate subject to this Declaration, agree to conform and comply with all provisions contained herein and allow the lessor and the Association to fulfill all obligations imposed pursuant thereto. All leases must be in writing, and copies of the lease agreement and any amendments thereto shall be delivered to the Association upon execution.

### 30.10. Partition of Common Elements.

The undivided share in the Common Elements which is appurtenant to a Home shall not be separated from the Home and shall pass with the title to the Home, whether or not separately described. Any purported conveyance, encumbrance, judicial sale, or other transfer (whether voluntary or involuntary) of an individual interest in the Common Elements will be void unless the Home to which that interest is appurtenant is also transferred.

### 30.11. Security.

The Association may, but shall not be obligated to, maintain or support certain activities within the Condominium designed to make the Condominium safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER NOR THE ASSOCIATION MAKE ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL HOME OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE CONDOMINIUM. NEITHER THE ASSOCIATION, DEVELOPER, NOR ANY SUCCESSOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL HOME OWNERS AND OCCUPANTS OF ANY HOME, AND TENANTS, GUESTS AND INVITEES OF A HOME OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DEVELOPER OR ANY SUCCESSOR DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER ARE NOT INSURERS AND THAT EACH HOME OWNER AND OCCUPANT OF ANY HOME AND EACH TENANT, GUEST AND INVITEE OF A HOME OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD, DEVELOPER, OR ANY SUCCESSOR DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY HOME OWNER OR OCCUPANT OF ANY HOME, OR ANY TENANT, GUEST OR INVITEE OF A HOME OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF

ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE CONDOMINIUM, IF ANY.

### 31. PROVISIONS RELATING TO TERMINATION

The Condominium may be terminated in the following manner:

#### 31.1. Agreement.

The Condominium may be terminated at any time pursuant to a plan of termination approved by at least eighty percent (80%) of the total voting interests of the Condominium if not more than ten percent (10%) of the total voting interests of the Condominium have rejected the plan of termination by negative vote or by providing written objections thereto. A Home Owner or lienor may contest a plan of termination by initiating a summary procedure pursuant to Section 51.011, Florida Statutes, within ninety (90) days after the date the plan is recorded. A Home Owner or lienor who does not contest the plan within the 90-day period is barred from asserting or prosecuting a claim against the Association, the termination trustee, any Home Owner, or any successor in interest to the Condominium Property. In an action contesting a plan of termination, the person contesting the plan has the burden of pleading and proving that the apportionment of the proceeds from the sale among the Home Owners was not fair and reasonable. The apportionment of sale proceeds is presumed fair and reasonable if it was determined pursuant to the methods prescribed in subsection 718.117(12) of the Act. The court shall determine the rights and interests of the parties and order the plan of termination to be implemented if it is fair and reasonable. If the court determines that the plan of termination is not fair and reasonable, the court may void the plan or may modify the plan to apportion the proceeds in a fair and reasonable manner pursuant to this Section based upon the proceedings and order the modified plan of termination to be implemented. In such action, the prevailing party shall recover reasonable attorney's fees and costs.

#### 31.2. Certificate of Termination; Termination Trustee.

The termination of the Condominium shall be evidenced by a Certificate of Termination, executed by the President or Vice President of the Association with the formalities of a deed, and certifying to the facts effecting the termination. The certificate also shall include the name and address of a Florida financial institution with trust powers, or a licensed Florida attorney, designated by the Association as Termination Trustee. The certificate shall be signed by the Trustee indicating willingness to serve in that capacity. Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this Section is recorded in the Public Records of the County. The recording of the Certificate of Termination automatically divests the Association and all Home Owners of legal title and vests legal title to all real and personal property formerly the Association Property in the Termination Trustee named in the Certificate of Termination without need for further conveyance. Beneficial title to the Property is owned by the former Home Owners as tenants in common in the same undivided shares each Home Owner previously owned in the Common Elements. On termination, each lien encumbering a Home shall be transferred automatically to the equitable share in the Property attributable to the Home encumbered by the lien with the same priority. Termination incident to a merger of the Condominium with another Jameson Place Condominium shall not require the designation of a Termination Trustee.

The Association shall serve as termination trustee unless another person is appointed in the plan of termination. If the Association is unable, unwilling, or fails to act as trustee, any Home Owner may petition the court to appoint a trustee. Upon the date of the recording or at a later date specified in the plan, title to the Condominium Property vests in the trustee. Unless prohibited by the plan, the termination trustee shall be vested with the powers given to the Board pursuant to this Declaration, the Bylaws, and Section 718.117(6) of the Act. If the Association is not the termination trustee, the trustee's powers shall be coextensive with those of the Association to the extent not prohibited in the plan of termination or the order of appointment. If the Association is not the termination trustee, the Association shall transfer any Association Property to the trustee. If the Association is dissolved, the trustee shall also have such other powers necessary to conclude the affairs of the Association.

#### 31.3. Wind-up of Association Affairs.

The termination of the Condominium does not, by itself, terminate the Association. The former Home Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board and the officers of the Association shall continue to have the powers granted in this Declaration, the Articles of Incorporation, and Bylaws for the purpose of winding up the affairs of the Association in accordance with this Section.

#### 31.4. Notice to Division

When the Board intends to terminate or merge the Condominium, or dissolve or merge the Association, the Board shall so notify the Division before taking any action to terminate or merge the Condominium or the Association. Upon recordation of the Certificate of Termination in the Public Records, the Association shall, within thirty (30) business days, notify the Division of the termination. Such notice shall include the date the Certificate of Termination was recorded, the County, and the Official Records book and page number where recorded, together with a copy of the recorded Certificate of Termination, certified by the Clerk of Courts of the County.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Developer has caused these presents to be duly executed this 9 day of October, 2014.

WITNESSES:

D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation

K. Sitz  
Signature

Lameen Smith  
Printed Name

[Signature]  
Signature

Brian K. Love  
Printed Name

By: [Signature]  
Name: Brian Davidson  
Title: Asst. Sec.

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 9 day of October, 2014, by BRIAN DAVIDSON, the Asst Sec of D.R. HORTON, INC.-JACKSONVILLE, a Delaware corporation, on behalf of the corporation, who is personally known to me, who affixed thereto the seal of the corporation.

[Signature]  
Notary Public  
My Commission Expires:



EXHIBIT A  
TO  
DECLARATION OF CONDOMINIUM  
OF  
JAMESON PLACE II, A CONDOMINIUM

Legal Description of the Land

**LEGAL DESCRIPTION OF PHASE #4:**

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.89°52'03"W., ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MURRELL ROAD; THENCE N.00°13'44"W., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 1159.72 FEET; THENCE S.89°50'57"W., A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°50'57"W., A DISTANCE OF 108.00 FEET; THENCE S.00°13'44"E., A DISTANCE OF 190.69 FEET; THENCE N.89°46'16"E., A DISTANCE OF 108.00 FEET; THENCE N.00°13'44"W., A DISTANCE OF 190.54 FEET TO THE POINT OF BEGINNING; CONTAINING 0.473 ACRES.

TOGETHER WITH

**LEGAL DESCRIPTION OF PHASE 5:**

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.89°52'03"W., ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MURRELL ROAD; THENCE N.00°13'44"W., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 864.21 FEET; THENCE S.89°46'16"W., A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°46'16"W., A DISTANCE OF 108.00 FEET; THENCE S.00°13'44"E., A DISTANCE OF 168.38 FEET; THENCE N.89°46'16"E., A DISTANCE OF 108.00 FEET; THENCE N.00°13'44"W., A DISTANCE OF 168.38 FEET TO THE POINT OF BEGINNING; CONTAINING 0.417 ACRES.

TOGETHER WITH

**LEGAL DESCRIPTION OF PHASE 6:**

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.89°52'03"W., ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MURRELL ROAD; THENCE N.00°13'44"W., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 695.83 FEET; THENCE S.89°46'16"W., A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°46'16"W., A DISTANCE OF 108.00 FEET; THENCE S.00°13'44"E., A DISTANCE OF 175.00 FEET; THENCE N.89°46'16"E., A DISTANCE OF 108.00 FEET; THENCE N.00°13'44"W., A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.434 ACRES.

TOGETHER WITH

**LEGAL DESCRIPTION OF PHASE 7:**

A PARCEL OF LAND LYING IN SECTION 21, TOWNSHIP 25 SOUTH, RANGE 36 EAST, BREVARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 21, AND RUN S.89°52'03"W., ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MURRELL ROAD; THENCE N.00°13'44"W., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 520.83 FEET; THENCE S.89°46'16"W., A DISTANCE OF 7.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S.89°46'16"W., A DISTANCE OF 108.00 FEET; THENCE S.00°13'44"E., A DISTANCE OF 175.00 FEET; THENCE N.89°46'16"E., A DISTANCE OF 108.00 FEET; THENCE N.00°13'44"W., A DISTANCE OF 175.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.434 ACRES.

EXHIBIT B  
DECLARATION OF CONDOMINIUM  
OF  
JAMESON PLACE II, A CONDOMINIUM

Legal Descriptions and Surveys, Plot Plans and Graphic Descriptions of Improvements for  
Phases 4 through 7