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DC,Mitzie McGavic,Desoto County Page 1 of 47

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236



CERTIFICATE OF AMENDMENT REFLECTING THE ADOPTION OF THE AMENDED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS AMENDED ARTICLES OF INCORPORATION AND AMENDED BYLAWS FOR KINGSWAY GOLF VILLAS PROPERTY OWNERS ASSOCIATION, INC.

The undersigned officer of Kingsway Golf Villas Property Owners Association, Inc., a Florida not for profit corporation organized and existing to operate and maintain Kingsway Golf Villas Property Owners Association, Inc., according to the Declaration of Easements, Covenants, Conditions and Restrictions of Kingsway Golf Villas Property Owners Association, Inc. thereof as recorded in O.R. 222, pages 675, et seq., Public Records of Desoto County, Florida, hereby certify that:

1. The attached Amended Declaration of Easements, Covenants, Conditions and Restrictions, replacing the original Declaration and recently adopted amendments, were approved by not less than seventy-five percent of all owners at a membership meeting held on March 28, 2008.

2. The attached Amended Articles of Incorporation, replacing the original Articles and recently adopted amendments, were approved by not less than a majority of all members at a membership meeting held on March 28, 2008. The Amended Articles of Incorporation have been filed with the Florida Department of State.

3. The attached Amended Bylaws, replacing the original Bylaws and recently adopted amendments were approved by not less than sixty-seven percent of all members at a membership meeting held on March 28, 2008.

In witness whereof, the Association has caused this instrument to be executed by its authorized officer this 23rd day of April, 2008, at Desoto County, Florida.

KINGSWAY GOLF VILLAS PROPERTY OWNERS ASSOCIATION, INC.

BY: _____
Karen Findlay, President

_____
Witness Signature

BETTY THOMPSON
Printed Name

_____
Witness Signature

CINDY CLARK
Printed Name

STATE OF FLORIDA
COUNTY OF DESOTO

The foregoing instrument was acknowledged before me this 24th day of April, 2008 by Karen Findlay, as President of Kingway Golf Villas Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public Victoria Lynn McVay
Printed Name _____
State of Florida
My Commission Expires _____

VICTORIA LYNN MCVAY
Comm# DD0324905
Expires 6/1/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

SAR_DB: 160652_1

AMENDED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF KINGSWAY GOLF VILLAS

THIS INSTRUMENT, effective the date on which it is recorded, is the "Amended Declaration of Easements, Covenants, Conditions and Restrictions" for KINGSWAY GOLF VILLAS, hereinafter sometimes referred to as the "Association" or the "development".

WITNESSETH:

WHEREAS, Association is the owner of certain property located in DeSoto County, Florida which is more particularly described in Exhibit A attached hereto and made a part hereof and which is hereinafter sometimes referred to as the "property".

NOW THEREFORE, Association hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, the described real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

1.01 Definitions.

Unless the context otherwise expressly requires, the following terms mean as follows wherever used in this Declaration:

a. **"Association"** means KINGSWAY GOLF VILLAS PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, and its successors and assigns, organized pursuant to Chapters 617 and 720, Florida Statutes, as the same may be amended or renumbered from time to time.

b. **"Board"** or **"Board of Directors"** means the Association's Board of Directors.

c. **"Common area", "common elements" or "common facilities"** means all property, from time to time owned by the Association for the common use and enjoyment of all owners. The common area initially consists of the lands not platted as Lots, contained within the record plat for Kingsway Golf Villas, recorded in the public records of DeSoto County, State of Florida, in Plat Book 99, Pages 66 & 66A which is more particularly described in Exhibit A attached hereto and made a part hereof, together with all improvements, fixtures and tangible personal property now or hereafter situated thereon and together with the benefit of any and all appurtenant easements.

The common area shall also include easements under each Lot for the benefit of each respective Lot owner serviced by said easements, for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots; which easements shall be maintained exclusively by the Association.

d. **"Documentation"** or **"Governing Documents"** means the legal documentation for Kingsway Golf Villas Property Owners Association, Inc., and consists of this Declaration, all Amended or Supplemental Declarations, the Association's Articles of Incorporation, the Association's Bylaws, rules and regulations and all amendments to any of the foregoing now or hereafter made. Unless the context expressly requires otherwise, the following terms mean as follows whenever used in any of the foregoing, in any corporate resolutions and other instruments of the Association, and in any deeds, mortgages, assignments and other instruments relating to all or any portion of the properties.

(1) "Declaration" means this Declaration and all applicable Amended or Supplemental Declarations as may hereafter exist and as are from time to time amended.

(2) "Articles" means the Articles of Incorporation of the Association, and its successors, as from time to time amended.

(3) "Bylaws" mean the Bylaws of the Association, and its successors, as from time to time amended.

(4) "Rules and Regulations" means those rules or regulations duly promulgated by the Association for the use and benefit of the development, each individual Lot owner and the Association, as from time to time amended.

e. **"Eligible" holder, insurer or guarantor** means a holder, insurer or guarantor of a first (1st) mortgage on a Lot who has requested notice in writing to the Association of any matter, which notice shall state the name and address of such holder, insurer or guarantor and the Lot number involved. Included hereunder are the Federal National Mortgage Association (FNMA), the Government National Mortgage Association (GNMA), the Federal Home Loan Mortgage Corporation (FHLMC), and any first (1st) mortgagee as defined in this Article.

f. **"Law"** includes, without limitation, any statute, ordinance, rule, regulation or order validly created, promulgated or adopted by the United States, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality or political subdivision thereof, or by any officer, agency or instrumentality or political subdivision thereof, or by any officer, agency or instrumentality of such municipality or subdivision, and from time to time applicable to the property or to any and all activities thereon.

g. **"Lot", "unit", "parcel"** or words of similar purport mean any plat of ground shown on any recorded subdivision plat of the properties, other than the common area and streets or other areas whether or not dedicated to public use, and generally includes all improvements thereon. "Unit estate", "owner's Lot" or words of similar purport consists of the components of ownership held by the owner of an individual Lot, unit or parcel in the development; the same generally consists of an improved residential

Lot (the unit) a non-exclusive easement to use the common areas, and, if applicable, an exclusive easement to use some part of the common or limited common areas.

h. **"Mortgage"** means any mortgage, deed of trust or other instrument transferring any interest in a Lot as security for performance of an obligation. **"First mortgage"** means any mortgage constituting a lien prior in dignity to all other mortgages encumbering the same property.

i. **"Mortgagee"** means any person named as the oblige under any mortgage, or the successor in interest to such person.

j. **"Owner"** means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title merely as security for the performance of an obligation.

k. **"Person"** means any natural person or artificial legal entity, unless the context otherwise expressly requires.

l. **"Platted lands"** means all of Kingsway Golf Villas, a planned unit development or subdivision, as recorded in Plat Book 99, Pages 66 & 66A Public Records of DeSoto County, Florida.

m. **"Property"** or **"properties"** means all of the platted lands hereinabove described and such portions of any unplatted lands to which this Declaration may be extended from time to time. Such terms are, when used collectively, generally synonymous with the term "development".

n. **"Recorded"** means filed for record in the Public Records of DeSoto County, Florida.

o. **"Section"** or **"block"** means, with respect to the platted lands, each portion of the property subjected to the provisions of any Amended or Supplemental Declaration, but excluding the common area.

p. **"Supplemental Declaration"** or **"Amended Declaration"** means any Declaration hereafter recorded for the purpose of supplementing or amending this Declaration or extending the provisions of this Declaration to all or any portion of any properties not herein expressly described.

q. **"Unplatted lands"** means those lands situated in DeSoto County, Florida not herein expressly described.

1.02 Construction and Interpretation.

Unless the context expressly requires otherwise, the use of the singular or plural tense shall include the other, the use of one gender includes all genders, and the use of the term "including" or "include" is without limitation. Wherever any time period in this Declaration, the Articles or the Bylaws is measured in days, "days" means consecutive calendar days, and if such time period expires on a Saturday, Sunday, or legal holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or

legal holiday. Unless the context expressly requires otherwise, the terms "common area", "common elements", "Lot", "unit", "parcel", "platted lands", "properties" and "unplatted lands" shall include any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability and desirability of the property as a residential community by providing a common plan for the development and enjoyment thereof. The headings used in this Declaration, or any other document described in this Article, are for indexing purposes only and are not to be used to interpret, construe or apply its substantive provisions.

ARTICLE II
PROPERTY RIGHTS

2.01 Owners' Easements of Enjoyment.

Every owner has a non-exclusive right and easement of enjoyment in and to the common area that is appurtenant to and shall pass with the title to every Lot, subject to the following:

a. Fees and Assessments. The Association has the right to make assessments with respect to the properties and to charge reasonable admission and other fees for the use of any recreational facility situated upon the common area.

b. Suspension and Fines. The Association has the right to suspend the voting rights of any owner for any period during which any assessment against such owner's Lot remains unpaid, to suspend such owner's right to use any recreational facility owned or controlled by the Association for the same period, and to fine any owner or suspend his right to the use of any recreational facility for a period not to exceed sixty (60) days for any infraction of the Association's rules and regulations.

c. Rules and Regulations. The Association (through its Board of Directors) has the right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the common areas and Lots, as hereafter provided.

2.02 Delegation of Use.

Any owner may delegate his right of enjoyment and other rights in the common area to:

a. All family or household member of such owner.

b. Such owner's tenants or contract purchasers.

c. All family or household members of such tenants or purchasers provided the foregoing actually reside upon such owner's Lot.

Any Delegation of any of the foregoing or their invitees is subject to the Association's rules and regulations.

2.03 Right of Access.

THE ROADWAYS WITHIN KINGSWAY GOLF VILLAS ARE PRIVATE ROADS OWNED BY THE ASSOCIATION. DESOTO COUNTY IS NOT RESPONSIBLE FOR MAINTENANCE AND REPAIR OF THEM. THEY ARE, HOWEVER, AVAILABLE FOR PUBLIC AND EMERGENCY VEHICULAR TRAFFIC WHEN NECESSARY.

2.04 Rights of Use.

The Association may designate any Lot or Lots for the exclusive right of use for any postal, and other facilities from time to time maintained by the Association upon the common area, for the use of any or all owners severally. If any such facility is not available for use by all owners, then all costs of installing, maintaining, repairing, servicing and replacing the same shall be assessed against the Lots granted such exclusive right of use as provided in Article V of the Declaration.

2.05 Reciprocal Easement.

There are reciprocal appurtenant easements between each Lot and such portion or portions of the common area adjacent thereto, and between adjacent Lots, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VII of this Declaration; for lateral and subjacent support; for overhanging roofs, eaves and trees, if any, installed by Developer as part of the work, and for replacements thereof; for encroachments caused by the placement, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the provisions of this Declaration; and for the drainage of ground and surface waters in the manner established by Developer as part of the work. To the extent not inconsistent with this Declaration, the general rules of common law apply to the foregoing easements. The extent of such easements for drainage, lateral and subjacent support and overhangs is that reasonably necessary to effectuate their respective purposes, and such easements of encroachment extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. There is no easement for overhangs or encroachments caused by the willful or intentional misconduct by any owner, tenant or the Association.

2.06. In the event a building on the common area or a Lot or any portion thereof is destroyed and then rebuilt, the owners of the Lot or Lots, agree that minor encroachments of parts of the common area, or other Lots, because of such reconstruction, shall be permitted and that an easement for such encroachment and the maintenance and repair of the same shall exist.

2.07 All Rights and Easements Appurtenances.

The benefit of all rights and easements granted by this Article or by any Amended or Supplemental Declaration, constitute a permanent appurtenance to, and shall pass with, the title to every Lot enjoying such benefit. The benefit of such rights and easements over, across and through the common area may be subdivided among not more than one hundred and four (104) Lots. Whenever any such right or easement is described as non-exclusive by this Article, or by any Amended or Supplemental Declaration, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article, or by such Amended or Supplemental Declaration, unless this Article, or such Amended or

Supplemental Declaration expressly grants such benefit to additional persons. In no event shall the benefit of any such easement extend to the general public.

2.08 Dedication of Utility Easements.

The Association hereby dedicates those portions of the common area where utility facilities may be installed for use by all utilities including water, sewer, electricity, telephone and cable television for the construction and maintenance of their respective facilities servicing the properties; and the Association hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements is as shown on any recorded subdivisions plat of the properties or other recorded instrument defining the same. In the absence of such express designation, such easements shall be located and extend seven and one-half (7-1/2) feet on either side of the centerline of each facility respectively installed by each utility or the Developer within the common area, as part of the work prior to the conveyance by the Developer of such portion of the common area to the Association; however, no portion of the common area occupied by any building installed by Developer as part of the work is included within any easement area. Subsequent to Developer's conveyance, additional easements may be granted by the Association for utility purposes only as provided in this Declaration. In the event any governmental authority or any utility fails to repair any damage to the common area caused by the installation or repair of its facilities, then the Association shall make such repairs and the Association shall not have any claim against such governmental authority or utility by reason thereof.

2.09 Common Area Easements.

The common area as provided in this Declaration is defined to include easements under each Lot for the benefit of each respective Lot owner serviced by said easements for all conduits, pipes, ducts, plumbing, wiring and all other facilities necessary for the furnishing of utility services to Lots, which easements shall be maintained exclusively by the Association.

2.10 Drainage Easements.

Easements for drainage are hereby granted to the Association, as private easements, subject to being dedicated to the public as may be delineated on the recorded subdivision plat. The use of such easements is limited strictly to drainage and utility purposes or both. No rights are granted to the general public with respect to any body of water, natural or artificial, from time to time existing within such easement areas, as all riparian rights in and to such bodies of water are hereby reserved exclusively for the private benefit of the Association and the persons entitled to make such use under the applicable provision of this Declaration of Easements, Covenants, Conditions and Restrictions.

2.11 Antennas.

Certain television, satellite, or other antenna systems may be erected or installed on a Lot subject to compliance with the following requirements:

(1) Permitted antennae (collectively hereinafter referred to as "antennas") include:

(a) Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.

(b) Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a unit without prior written approval of the Association.

(c) Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line of a unit. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

(2) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. Rooftop installations are prohibited if the owner can receive an acceptable quality signal from an antenna located on the ground.

(3) Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal.

(4) Safety Requirements. Each owner must comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

(5) A fee may be assessed for cable T.V. services.

2.12 Use of Lots.

Each Lot shall be conveyed as a separately designated and legally described freehold estate, subject to the terms, conditions and provisions of this Declaration, and the following general covenants and use restrictions:

a. Land Use and Building Type. No Lot shall be used except for residential purposes, and no building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family attached dwelling not to exceed one story in height.

b. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

c. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time or used on any Lot at any time as a residence, either temporarily or permanently, except as permitted in this Article II. No gas tank, gas container, or gas cylinder shall be permitted to be placed on or about the outside of any residential structures built on this property or any ancillary buildings, and all gas tanks, gas containers and gas cylinders shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative wall approved by the Architectural Control Committee referred to in Article VI of this Declaration.

d. Damage to Building. In the event a dwelling unit is damaged, through Act of God or other casualty, the owner of the Lot upon which the dwelling is located shall promptly cause his dwelling unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specification. It shall be the duty of the Association to enforce this provision so that each Lot owner complies with this responsibility to repair and rebuild. To accomplish the requirements of this section, each owner shall insure his dwelling unit at the highest insurable value.

e. Commercial Trucks, Trailers, Campers and Boats. No trucks and no commercial vehicles, including vans used for commercial purposes, campers, mobile homes, motor homes, boats, house trailers, or trailers of any other description shall be permitted to be parked or to be stored at any place on any lot in this property, except only during the periods of approved construction on said lot and except that they may be stored within garages.

This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans used for personal purposes shall not be prohibited but must be parked offstreet in a garage or on a driveway.

f. Fences. No fence, wall or other structure shall be erected in the front yard, back yard or side yard setback areas, except those originally installed by Developer or its assignee, unless it is approved prior to construction by the Architectural Control Committee.

g. Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in areas designated for such purpose; provided, however, that the requirements from time to time of DeSoto County or any other governmental authority for disposal or collection of same shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

h. Drying Clothes. No clothing, laundry or wash shall be aired or dried on any portion of any Lot or roadway.

i. Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or other improvements. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

j. Window Treatment. No windows may be tinted or covered with reflective materials without the consent of the Architectural Control Committee.

k. Violations. In the event of a violation of these covenants and restrictions, or of any rule properly promulgated by the Board of Directors of the Association, the Association must provide written notice of the violation to the unit owner of record stating what covenant, restriction or rules and regulations have been violated.

l. Animals. No animals, livestock or poultry shall be raised, bred or kept anywhere within the properties, except that one dog (no pit bulls) not to exceed approximately twenty-five (25) pounds in weight at maturity, one cat or other customary household pet may be kept subject to any rules and regulations adopted by the Association; provided such animals are not kept, bred or maintained for any commercial purpose. At no time shall any dog, cat or other animal be allowed to roam freely on the property; such pet shall be restricted by a leash when being walked by owner or designated party. Pet droppings must be policed up immediately by pet owner and disposed of within the owner's own unit. Pet droppings shall not be thrown into the streets, waterways or drainage facilities.

m. Leasing Restrictions. With respect to any Lot or unit, every lease or rental agreement shall be in writing and be subject to the requirements of the constituent documents and the Association; a duplicate fully executed original of same must be filed with the Association prior to occupancy of a unit by a tenant. Every owner and tenant shall be required to furnish to the Association such information as it may reasonably request, including names, number and relationship of all occupants and such other information as may be necessary for the proper administration of the Association and the enforcement of the development documents. No unit may be leased or rented for less than ninety (90) days nor more than twice in any calendar year. The Association may charge a reasonable fee for approving, investigating and processing any lease, and for maintaining and updating the Association files and records with respect thereto.

2.13 General Restrictions.

Except as expressly provided in this Declaration, by the Association's prior written consent or in accordance with the Association's rules and regulations:

a. Obstructions. There shall be no obstruction of the common area nor shall anything be kept or stored on the common area.

b. Alterations. Nothing shall be altered on, constructed upon or removed from the common area.

c. Activities. No activity shall be permitted in or upon the common area except that members may use the pool and cabana in accordance with the rules and regulations promulgated by the Association.

d. Signs. No sign of any kind shall be displayed to the public view within the properties except those as may be allowed upon application to and approval of the Architectural Control Committee.

e. Water bodies and Retention Areas. The Board of Directors from time to time may regulate or prohibit any and all uses and activities in, upon and about any water body or retention area situated in whole or in part of the common area.

2.14 General Prohibitions and Indemnity.

No activity is permitted nor shall any object or substance be kept, stored or emitted anywhere within the properties in violation of law. No noxious, destructive or offensive activity is permitted anywhere within the properties, nor shall anything be done therein that may constitute an annoyance or nuisance to any owner or to any other person at any time lawfully residing within the properties. Each owner shall defend, indemnify and hold the Association and all other owners harmless against all loss from any such damage or waste caused by such owner or by any family or household member residing on such owner's Lot. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, an owner's liability to the Association for unintentional acts or omissions shall be limited to the available proceeds of any and all insurance maintained by such owner if, at the time of such act of omission, such owner has insurance in force insuring against such loss or damage and complying with such reasonable requirements as the Association from time to time may establish. Collection of such proceeds is at the Association's risk. The indemnification provisions of this section shall in no way be construed to make an owner an insurer of the Association or the common area. The Association shall be responsible for insuring itself and the common area all in accordance with Article IX of this Declaration.

2.15 Rules and Regulations.

No owner or other person residing within the properties or invitee shall violate the Association's rules and regulations for the use of the Lots or the common areas, and all owners and other persons residing within the properties, including their invitees, at all times shall do all things reasonable necessary to comply with the same. Wherever any provision of this Declaration, or any amended or supplemental Declaration, prohibits any activity, condition or structure within the properties except as permitted by the Association's rules and regulations, such restriction or prohibition in the Declaration shall control. Without limitation, any rule or regulation shall be deemed "promulgated" when adopted by the Board and posted conspicuously at such convenient location within the properties as the Association from time to time may designate for such purposes. If any conflict should exist between the Association's Rules and Regulations and this Declaration, the Articles or Bylaws, the provisions of this Declaration shall control.

2.16 Ownership Rights Limited to those Enumerated.

No transfer of title to any Lot shall pass any rights in or to the common area except as expressly enumerated in this Declaration or any applicable amended or supplemental Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any such right, title or interest except as expressly provided in this Declaration or applicable amended or supplemental Declaration. The conveyance of the common area by Developer to the Association shall vest in the Association exclusively all riparian rights in and to any stream, pond, lake or other water body situated thereon, in whole or in part, notwithstanding the fact that any Lot is shown or described as abutting the same. Such conveyance additionally shall vest in the Association the underlying fee simple title or right of reverter, as the case may be,

to any street, utility easement or other area, if any, dedicated to public use and situated upon or abutting, the common area, notwithstanding the fact that any Lot also is shown or described as abutting the same.

2.17 Access by Certain Parties.

The United States Postal Service and its successors, and all other public and quasi-public agencies and utilities furnishing any service to the Association or to any Lot within the property, are hereby granted a non-exclusive easement of vehicular and pedestrian ingress and egress for the purpose of providing such service in a reasonable manner over, across and through such portions of the common area, that from time to time are improved or maintained for such purpose. Every public or private agency furnishing police, security, fire, ambulance and other emergency services, and any public or private agency furnishing trash or garbage removal services, to any Lot within the property or to any person within the properties, is hereby granted a non-exclusive easement for pedestrian and vehicular ingress and egress over, across and through the common area to the extent reasonably necessary to provide such service.

2.18 Access by Association.

The Association has a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, and into the interior of each Lot for the purpose of servicing the utility easements described in this Article II, or for any other purpose reasonably related to the Association's performance of any duty imposed or the exercise of any right granted, by this Declaration. Such right of entry shall be exercised in a reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its owner or occupant for any purpose, except pursuant to court order or other authority granted by law. No owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

3.01 Membership.

Every record title owner of a Lot that is subject to assessment is a member of the Association. If title to a Lot is held by more than one person, each such person is a member. An owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot. No person other than a record title owner may be a member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights by an owner who is a contract seller to his vendee in possession.

3.02 Voting.

The Association has one (1) class of voting membership:

a. Class A. Class A members are all record title owners of a Lot. If more than one (1) person owns an interest in any Lot, all such persons are members, but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the owners determine among themselves, however, no split vote shall be permitted. Prior to any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

3.03 Amplification.

The provisions of this Declaration are amplified by the Association's Articles of Incorporation and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the owners set forth in this Declaration or in any amendment or supplement hereto.

ARTIVLE IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

4.01 The Common Areas.

Subject to the rights of owners set forth in this Declaration and any Amended or Supplemental Declaration, the Association has exclusive management and control of the common areas and all improvements thereon and all furnishings, equipment and other personal property related thereto. The Association shall keep the foregoing in good, clean, substantial, attractive, sanitary and serviceable condition, order and repair. The Association's duties with respect to the common area include the management, operation, maintenance, repair, servicing, replacement and renewal of all streets, roads, improvements and equipment. The Association's duties also include the duty to repair under the circumstances outlined in this Article.

4.02 Maintenance.

The following provisions with respect to maintenance shall apply to the properties:

a. Responsibility of Association. The Association shall provide maintenance upon each Lot and each Lot is subject to assessment for such maintenance as provided in Article V, of the Declaration, as follows:

(1) Exterior maintenance, including but not limited to the repair and maintenance of lawns, shrubs, landscaped areas including the partially enclosed front yards of Lots, walks, and other exterior improvements installed by Developer.

(2) Painting and cleaning of exterior building surfaces.

(3) Repair, replacement and maintenance of the utility easements located under each Lot as described in Article II.

(4) The right to maintain irrigation systems along the exterior of each Lot, and if desired, within the landscaped interior of a Lot. The Association's duty of exterior maintenance does not include the maintenance, repair or replacement of any glass surfaces, exterior doors, or any trees, shrubs, lawns or landscaped areas within any enclosed screen yard, patio or fully screened enclosed entry areas including the enclosed rear patios of any Lot, except that the Association will maintain and replace any hedge or other landscaping, if any, installed along the boundary between any Lot and the common area. The Association also is not responsible for any maintenance, repair or replacement resulting from any fire, wind, floor, freeze, tornado, hurricane or other casualty; each owner promptly will correct any and all casualty damage to such owner's Lot within a reasonable time as specified below.

b. Responsibility of Owner. The Owner shall provide exterior maintenance as follows, the cost for which each owner shall be individually responsible:

(1) Repair or replacement of all glass surfaces on his Lot.

(2) Repair or replacement of exterior doors.

(3) Replacement of any trees, shrubs, lawns or landscaped areas within an enclosed yard, patio or entry area.

(4) Maintenance, repair or replacement resulting from any fire, wind, flood, freeze, tornado, hurricane or other casualty damage within or upon the Lot of an owner.

(5) Replacement of dead trees or shrubs on owner's Lot.

(6) Repair or replacement of any property whether upon such owner's Lot or any other Lot, or the common area, which repair or replacement is required because of any willful act of such owner, any member of such owner's family or household, or their respective guests or invitees.

(7) Maintenance and repair (except paint) of exterior building surfaces.

c. Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the owner of any Lot under the following circumstances:

(1) Such owner does not maintain in a reasonable condition any lawn or landscaped area on such owner's Lot that the Association is not required to maintain, i.e. flower and plant gardens installed by owner.

(2) Such owner does, not when reasonably necessary, replace any glass surfaces or exterior doors on such owner's Lot.

(3) Any maintenance, repair or replacement, whether upon such owner's Lot, or any other Lot, or common area, that is required because of any willful act

of such owner, any member of such owner's family or household, or their respective guests or invitees.

(4) Any owner fails promptly to repair or replace, as the case may be, any casualty damage to such owner's Lot.

(5) Such owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice.

Upon the occurrence of the foregoing, and after reasonable prior notice to such owner and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than a majority of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such owner's Lot in the manner provided by Article V of the Declaration.

4.03 Services.

The Association may obtain and pay for the services of any person to manage its affairs to the extent it deems advisable, as well as such other personnel as the Association determines are necessary or desirable for the proper operation of the properties, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the properties or the enforcement of this Declaration or any Amended or Supplemental Declaration, or any Articles, Bylaws or rules and regulations of the Association. The Association may contract with others to furnish, lawn care and any other services or materials to all Lots, or to any group of Lots, provided, however, if such services or materials are furnished to less than all Lots, then only those Lots enjoying the benefit thereof shall be assessed for the cost thereof, as provided in Article V of this Declaration, and provided further, each such owner's consent shall be required.

4.04 Personal Property.

The Association may acquire, hold and dispose of tangible and intangible personal property, subject to such restrictions as from time to time may be contained in the Association's Bylaws.

4.05 Rules and Regulations.

The Association through its Board of Directors, may from time to time adopt, alter amend, rescind and enforce reasonable rules and regulations governing the use of the Lots, common areas or any combination thereof, which rules and regulations shall be consistent with the rights and duties established by this Declaration, and any applicable Amended or Supplemental Declaration. The validity of the Association's rules and regulations, and their enforcement, shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the properties as a residential community. All rules and regulations initially may be promulgated by the Board of Directors, subject to amendment or rescission by a majority of voting membership of membership present and voting at any regular or special meeting convened for such purposes. The Association's procedures for enforcing its rules and regulations at all

times shall provide the affected owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of such owner's choosing.

4.06 Implied Rights.

The Association may exercise any other right, power or privilege given to it expressly by law, this Declaration, any Amended or Supplemental Declaration its Articles or Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege so granted or reasonably necessary to effectuate the exercise of any right, power or privilege so granted.

4.07 Restriction on Capital Improvements.

All capital improvements to the common area, except for replacement or repair of those items installed by the developer and except for personal property related to the common area, shall be approved by sixty-seven percent (67%) of the voting members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X of the Declaration.

ARTICLE V
COVENANT FOR ASSESSMENTS

5.01 Assessments Established.

Each owner of any Lot by acceptance of a deed thereto, is deemed to covenant and agrees to pay to the Association:

a. An annual general assessment which may include any or all of the following:

b. An annual Exterior Maintenance Assessment for common facilities.

c. Special Assessments for Capital Improvements.

d. Special assessments for property taxes levied and assessed against the common area or facilities.

e. Specific assessments against any particular Lots that are established pursuant to any provision of this Declaration or applicable Amended or Supplemental Declaration as provided in this Article.

f. All excise taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and late fees up to the maximum amount permitted by law and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person who was the owner of such Lot when such

assessment fell due. Such personal obligation for delinquent assessments shall not pass to an owner's successors in title unless assumed expressly in writing; however, the above referred to lien shall continue to be enforceable against the Lot.

5.02 Purpose of Assessments.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents within the properties and for the operation, management, maintenance, repair, servicing, renewal, replacement and improvement of the common areas and the painting and cleaning of exteriors of those Lots within the property. Each Lot shall be assessed for this purpose by an "Annual Assessment" composed of the Annual General Assessment and Annual Exterior Maintenance Assessment and which shall be based upon the annual costs necessary to provide the service for which the assessment is made. The assessment shall be made on a calendar year basis, collected monthly, as provided in Article 5.03 below. To effectuate the foregoing, the Association shall levy the Annual Assessment composed of the following:

a. Annual General Assessment. An Annual General Assessment to provide and be used for the operation, management, maintenance, repair and servicing of the property, services and facilities related to the use and enjoyment of the common area, including the payment of taxes and insurance on the common area and the cost of labor, equipment, materials, management and supervision thereof, and all other general activities and expenses of the Association, including reserves for any and all of the foregoing, for common facilities.

5.03 Maximum Annual Assessment.

The amount of the Annual Assessment, as determined in accordance with the foregoing 5.02 shall be fixed by the Board of Directors at least thirty (30) days in advance of each annual assessment period which period shall be the calendar year. Written notice of the assessment shall be given to every owner. The Annual Assessment shall be payable in equal monthly installments equal to one-twelfth (1/12) of the Annual Assessment. The Board of Directors of the Association may in its own discretion, amend the manner in which assessments are collected to quarterly, semiannually, annually, or any other manner, or allocated as may be required to fit the needs of the Association. If any owner defaults in payment of any installment for a period of thirty (30) days, the Association at the option of its Board of Directors may declare the unpaid balance immediately due and payable.

a. Increases Without Vote of Membership. The maximum Authorized Annual Assessment may be increased each year not more than fifteen percent (15%) above the maximum authorized assessment for the previous year without a vote of the membership.

b. Increases Upon Vote of Membership. The maximum Authorized Annual Assessment may be increased above fifteen percent (15%) by a vote of sixty seven percent (67%) of members who are voting in person or by proxy at a meeting duly called for this purpose.

c. Power of Directors. The Board of Directors may fix the Annual Assessment at an amount not in excess of the maximum Authorized Annual Assessment.

5.04 Property Taxes.

Because the interest of each owner in the common area is an interest in real property appurtenant to each Lot, and because no person other than an owner has the right to the beneficial use and enjoyment of the common area, Association intends that the value of the interest of each owner in the common area entitled to its use is included in the assessment of each such Lot for local property tax purposes. Any assessment for such purposes against the common area shall be for a nominal amount only, reflecting that the full value thereof is included in the several assessments of the various Lots. If the local taxing authorities refuse to so assess the common area with the result that local real property taxes in any given year are assessed to the Association with respect to the common area in excess of Seven Hundred and Fifty Dollars ($750.00), then the amount of such excess may be specially assessed by the Board of Directors, in its discretion. Such special assessment shall be calculated by first determining the amount of such excess with respect to the common area, then dividing same by the number of Lots within the property; the quotient shall be the amount of such special assessment against each Lot. In the Board's discretion, such special assessment may be payable in a lump sum within thirty (30) days after notice or may be amortized without interest over such number of months as the Board deems advisable. Each year the Board shall determine whether such assessment shall be levied, and its amount, within forty-five (45) days after receiving notice of the amount of taxes due.

5.05 Special Assessments for Capital Improvements.

In addition to the Annual Assessment, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the common area, including related fixtures and personal property, provided that any such assessment with respect to the common area is approved by sixty-seven percent (67%) of members who are present in person or by proxy and voting at a meeting duly convened for such purpose, as provided in Article X of the Declaration.

5.06 Specific Assessments.

Any and all accrued liquidated indebtedness of any owner to the Association arising under any provision of this Declaration or any applicable Amended or Supplemental Declaration, including any indemnity contained herein, or by contract express or implied, or because of any act or omission of any owner or of any owner's family or household members, also may be assessed by the Association against such owner's Lot after such owner fails to pay the same when due and such default continues for thirty (30) days after written notice.

5.07 Uniformity of Assessments.

The Annual General Assessment and any Special Assessment for Capital Improvements shall be uniform throughout the property. The Annual Exterior Maintenance Assessment

shall be uniform throughout each section of the property enjoying its benefit. All monies received from any Assessment shall be allocated by the Board of Directors to pay for common expenses.

5.08 Lien for Assessments.

All sums assessed to any Lot, together with interest and all costs and expenses of collection including reasonable attorneys' fees for services rendered prior to the commencement of judicial proceedings, negotiation, trial and appellate representation, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot. Except for liens for all sums secured by such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that their liens are inferior to the lien established by this section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Associations' lien and its priority. A lien for assessments may be perfected by the recording of a Claim of Lien in the public records of DeSoto County, Florida, in the manner generally prescribed for the filing of similar claims for assessments by a condominium association.

5.09 Remedies of the Association.

Any assessment not paid within thirty (30) days after its due date bears interest at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose its lien against such owner's Lot. No owner may waive or otherwise escape liability for the Association's assessments by nonuse of the common area or by abandonment of such owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving or otherwise impairing the security of the Association's lien or its priority.

5.10 Foreclosure.

The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees for services rendered prior to the commencement of judicial proceedings, negotiation, trial and appellate representation and such cost and expenses are secured by the lien foreclosed. The owner also is required to pay to the Association any assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed, and shall be accounted and paid as of the date the owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Lot as its owner for purposes of sale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the owner for such deficiency.

5.11 Homesteads.

By acceptance of a deed thereto, the owner of each Lot is deemed to acknowledge conclusively that the Annual Assessment established by this Article is for the improving and maintenance of any homestead thereon and that the Association's lien had priority over any such homestead.

5.12 Subordination of Lien.

The lien for the assessments provided in this Article is subordinate to the lien of any existing First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any existing First Mortgage, or any proceeding in lieu thereof, extinguishes the assessment lien as to payments that become due prior to such sale or transfer. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due or from the lien thereof. The Association shall report to any encumbrancer of a Lot any assessments remaining unpaid for more than thirty (30) days and shall give such encumbrancer thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot; provided such encumbrancer first shall furnish the Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description and stating the address to which notices shall be given. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien created by this Article, and, upon such payment, such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

ARTICLE VI
ARCHITECTURAL CONTROL

6.01 Architectural Control Committee.

The Board of Directors shall appoint as a standing committee an Architectural Control Committee, composed of three (3) or more record title owners appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; however, the Board may employ independent professional advisors to the committee and allow reasonable compensation to such advisors from Association funds. In its discretion, the Board may appoint a subcommittee for any particular section of the properties and delegate to such subcommittee such of the Architectural Control Committee's duties, powers, and functions as the Board deems advisable with respect to that section.

6.02 Committee Authority.

The Committee has full authority to regulate the use and appearance of the exterior of the properties to assure harmony of external design and location in relation to surrounding buildings and topography, and to protect and conserve the value and desirability of the properties as a residential community. The power to regulate includes the power to prohibit those exterior uses or activities inconsistent with the provisions of this Declaration or any Amended or Supplemental Declaration or contrary to the best interests of other owners in maintaining the value and desirability of the properties as a residential community. The Committee may adopt, promulgate, rescind, amend and

revise reasonable rules and regulations in connection with the foregoing; provided, however, such rules and regulations are consistent with the provisions of this Declaration and any applicable Amended or Supplemental Declaration, and, if the Board has not constituted itself as the Committee, approved by the Board prior to taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board in the name of the Association.

6.03 Committee Approval.

No changes, alterations, additions, reconstruction, attachments or color change of any nature may be made to the exterior of any Lot, except for replacement of items with any items similar to those installed by Developer as part of the work, unless approved by the Architectural Control Committee. The Committee's approval is not required for any changes, alterations or additions within an enclosed yard, a fully enclosed rear entry patio or entry area screened from view. No owner may undertake any exterior maintenance of his Lot that is the duty of the Association, as provided by this Declaration, without the Committee's prior approval.

6.04 Procedure.

All applications to the Committee for approval of any structure, use, activity, alteration, addition or color change required by the preceding section must be accompanied by detailed plans and specifications showing its nature, kind, shape, height, materials, location, color, approximate cost and estimated maintenance cost, together with such other drawings, documentation, models and information as the Committee reasonably may require. If the Committee does not approve or disapprove any application within thirty (30) days after receipt, the Committee's approval will be deemed given. In all other events, the Committee's approval must be in writing. If no application has been made to the Architectural Control Committee, an appropriate proceeding may be instituted at any time to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in the preceding section of this Article.

The Association or any owner may resort immediately to any other lawful remedy for such violation. The Committee may deny any application upon the ground that the proposed structure, use activity, alteration, addition or attachment will create an unreasonable maintenance burden upon the Association, or may condition its approval upon the owner's assuming responsibility for its repair, maintenance and replacement. The Committee additionally may condition the approval of any application upon the owner's providing reasonable security that the contemplated work will be completed substantially in accordance with the plans and specifications submitted to the Committee. At the request of any owner, the Association from time to time will issue without charge a written certification that the improvements and other exterior items situated upon such owner's Lot have been approved by the Architectural Control Committee, if such is the case.

The Committee may, from time to time, adopt, promulgate, rescind, amend and revise rules and regulations governing procedure in all matters within its jurisdiction. If the Board of Directors does not constitute itself the Architectural Control Committee, then provision must be made for review by the Board of decisions of the Architectural Control Committee, or any subcommittee, at the request of the affected owner, subject to such reasonable limitations and procedures as the Board deems advisable. The Board of

Directors, or Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control Committee and report such applications to the committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. In all events, the Association's procedures for review and enforcement of the Architectural Control provisions of this Declaration at all times shall provide any affected owner with reasonable prior notice and a reasonable opportunity to be heard in person and by representative of such owner's choosing.

6.05 Standards.

All actions by the Board of directors or Architectural Control Committee with respect to Architectural Control shall assure harmony of external design, materials and location to surrounding buildings and topography within the properties, shall protect and conserve the value and desirability of the properties as a residential community, shall be consistent with the provisions of this Declaration, and shall be in the best interests of all owners in maintaining the value and desirability of the properties as a residential community.

ARTICLE VII
PARTY WALLS, RESUBDIVISION AND UTILITY CONNECTIONS

7.01 General Rules of Law to Apply.

Each wall or fence built as a part of the work upon the property and placed on the dividing line between Lots in a party wall or fence, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls or fences and liability for property damage caused by negligence or willful acts or omissions apply thereto.

7.02 Sharing of Repair and Maintenance.

The cost of reasonable repair, maintenance and replacement of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

7.03 Destruction by Fire or Other Casualty.

If a party wall is destroyed or damaged by fire or other casualty and is not covered by insurance, any owner who has used the wall may restore it, and, if other owners thereafter make use of the wall, they shall contribute to the cost of restoration in proportion to their use, all without prejudice to the right of any such owner to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

7.04 Weatherproofing.

Notwithstanding any other provision of this Article, an owner who by his negligence or willful act causes any party wall to be exposed to the elements, or to infestation by termites or other injurious agencies, shall bear the whole cost of furnishing the

necessary protection against such elements or agencies and of repairing all resulting damage.

7.05 Right to Contribution Runs with Land.

The right of any owner to contribution from any other owner under this Article is appurtenant to the Lots affected and shall pass to and bind each such owner's successors in title.

7.06 Number of Dwellings.

No portion of the properties may be combined or re-subdivided in any manner so as to increase the number of dwellings in the development from those established by such subdivision plat.

7.07 Utility Connection.

All Lots are served by a sanitary sewer and water system, and no septic tank or well may be installed on any Lot.

ARTICLE VIII
OPERATION AND EXTENSION

8.01 Effect Upon Platted Lands.

From and after the date this Declaration is recorded, all of the platted lands shall be held, sold and conveyed subject to the provisions of this Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the platted lands and be binding upon all parties having any right, title, or interest therein, or any part thereof, their respective heirs, successors and assigns, and shall inure to the benefit of the Association and each owner.

ARTICLE IX
INSURANCE, CASUALTY LOSSES AND CONDEMNATION

9.01 Insurance.

Insurance, other than title insurance, which shall be carried upon the common areas, shall be covered by the following provisions:

a. Authority to Purchase. All insurance policies upon the common areas shall be purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal dwelling unit, personal property or living expenses of any owner, but the owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

b. Coverage. The following provisions shall control with respect to insurance coverage:

(1) Casualty. All buildings and improvements in the common areas, and all personal property included in the common areas, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

(b) Such other perils customarily covered with respect to buildings similar in construction, location and use, including vandalism and malicious mischief and those covered by a standard "all risk" endorsement.

(2) Public Liability. A comprehensive general liability insurance policy, covering all common areas, public ways and any other areas that are under the supervision and control of the Association, with coverage of at least One-Million and No/100ths Dollars ($1,000,000.00) for bodily injury and property damage for any single occurrence or in such greater amounts or coverage as may be required by the Board of Directors of the Association. The liability insurance should include the following coverage:

(a) Bodily injury and property damage that result from the operation, maintenance or use of the common areas and facilities.

(b) Any legal liability that results from law suits related to employment contracts in which the Association is a party and which are not covered under any other policy.

(3) Worker's Compensation Policy. In such an amount as to meet the requirements of law.

(4) Fidelity Bonds. A blanket fidelity bond for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services, naming the Association as an oblige and including a provision calling for ten (10) days written notice to the Association and any servicer that services a mortgage with respect to the development that is owned by the Federal National Mortgage Association (FNMA) or other eligible mortgagee. The fidelity bond should cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond is in force, and in addition, the fidelity bond coverage must at least equal the sum of three (3) months' assessments on all Lots or units in the development. The premiums for such coverage shall be deemed a common expense of the Association.

(5) Other. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

c. Premiums. Premiums for the described insurance shall be a common expense, collected from owners as part of the Annual General Assessment. Premiums shall be paid by the Association.

d. Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and its mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.

e. Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed and used by the Association as the Board of Directors may determine.

9.02 Reconstruction or Repair After Casualty.

The Board of Directors in its sole discretion shall determine whether or not any damaged portion of the common areas shall be repaired or replaced.

9.03 Condemnation.

In the event that any portion of the common areas shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the taking of any portion of the common area 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 Association and shall be distributed to the Association and to any owner who is directly, adversely affected by the condemnation, as their respective interests may appear.

9.04 Insurance on Lots.

Each owner of a Lot shall obtain insurance coverage upon the Lot insuring the dwelling unit located thereon in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against:

a. Fire and Hazard. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

b. Other Coverage. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

9.05 Representation.

The Association shall be designated to represent the Lot owners in any proceedings, negotiations, settlements or agreements with respect to the handling of any losses or proceeds from condemnation, destruction or liquidation of all or part of the development, or from its termination, and, to the extent permitted by law, each owner shall be deemed to have appointed the Association as an attorney-in-fact for this purpose.

ARTICLE X
GENERAL PROVISIONS

10.01 Enforcement.

The Association, in addition to the power upon notice and hearing before its Board of Directors to impose fines and issue cease and desist orders, or any owner, shall have the right to enforce, by any appropriate proceeding whether at law or in equity or before the Board, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration or any Amended or Supplemental Declaration or both. The party enforcing the same additionally has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all negotiations and trial and appellate proceedings, if any. If the Association enforces the provisions of this Declaration against any owner, the costs and expenses of such enforcement, including such reasonable attorneys' fees, may be assessed against such owner's Lot, as provided in Article V. Failure by the Association or by any owner to enforce any covenant or restriction contained herein shall not be deemed a waiver of the right to do so at any time.

10.02 Duration of and Amendment to Declaration.

The provisions of this Declaration shall run with and bind the platted lands and all other lands to which it is extended as provided in Article VIII; and shall inure to the benefit of and be enforceable by the Association or any owner, their respective heirs, successors and assigns, until June 1, 2034, whereupon they automatically shall be extended for successive periods of ten (10) years; provided, however, if in the sole event the foregoing is construed by a court of competent jurisdiction to render the provisions of this Declaration unenforceable after June 1, 2034, then in such event only, the provisions of this Declaration shall run with and bind all lands now or hereafter subject to its provisions for a period of ninety-nine (99) years from the date of this Declaration is recorded, whereupon it shall cease and expire and be without further legal force and effect unless prior thereto a majority of the members present in person or by proxy and voting at a meeting duly convened for such purpose elect to re-impose its provisions. In all events and except as expressly provided otherwise in Article VIII, this Declaration may be amended by the written agreement of not less than sixty-seven percent (67%) of all owners. No amendment shall be effective until recorded, and the Association's proper execution thereof shall entitle the same to public record, notwithstanding the informal execution thereof by the requisite percentage of owners.

10.03 Meeting Requirement.

Wherever any provision of this Declaration requires any action to be approved by the membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than thirty (30) days, or more than sixty (60) days, in advance of such meeting, setting forth its purpose. At such meeting the presence of members or proxies entitled to cast at least thirty percent (30%) of the votes of the membership constitutes a quorum. If the required quorum is not forthcoming, another meeting may be called subject to the same notice requirement; and the required quorum at any such subsequent meeting will be reduced to one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

10.04 Severability.

Invalidation of any particular provision of this Declaration, or any Amended or Supplemental Declaration, by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect.

ARTICLE XI
SPECIAL RIGHTS OF HOLDERS, INSURERS OR GUARANTORS OF MORTGAGES

11.01 Notices.

Any holder, insurer or guarantor of a mortgage has the following rights in connection with the lands encumbered by this Declaration as said entity's interest may appear:

a. Notice of Action. Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of the following:

(1) Any condemnation loss or any casualty loss which affects a material portion of the properties or any Lot upon which a mortgage is held, insured or guaranteed by such mortgage holder, insurer or guarantor as applicable.

(2) Any delinquency in the payment of assessments or charges owed by an owner of a Lot subject to mortgage held, insured or guaranteed by such holder, insurer or guarantor which remains uncured for a period of sixty (60) days.

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

(4) Any proposed action which would require the consent of a specified percentage of eligible mortgage holders as may be set forth in this Declaration.

b. Inspection of Books and Records. During normal business hours and upon reasonable notice and in a reasonable manner, the eligible mortgage holders, insurers or guarantors, as well as the Lot owners, shall be afforded the right to inspect the books, records and papers of the Association and the development documents, including the Declaration, Articles, Bylaws, rules and regulations, and financial records pertaining to both the development and the Association. In addition, the Association shall provide a financial statement for the preceding fiscal year if the holder, insurer or guarantor of any first (1st) mortgage that is secured by a unit in the development submits a written request to the secretary of the Association; any mortgage holder, insurer or guarantor of a mortgage other than a first (1st) shall be allowed to have a financial statement prepared at its own expense if there is no financial statement available. The Association may make a reasonable charge to defray its costs incurred in complying with this section.

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OFFICIAL RECORD No. 222 PAGE 71

DESCRIPTION: FIRST PHASE OF KINGSWAY GOLF VI[illegible]

Begin at the Southeast corner of Section 31, Township 39 South, Range 23 East; thence N 89°38'45" W along South line of said Section 31, 2388.17 ft. to the SE corner of Lot 17, Block C of Kings Crossing as Recorded in Plat Book 9, page 58 of the Public Records of DeSoto County, Florida: thence N 25°01'05" W along Easterly line of said Block "C", 39.15 ft.; thence N 32°09'31" W along said Easterly line, 134.59 ft.; thence N 58°10'29" W along said Easterly line, 152.45 ft.; thence N 08°41'03" E along said Easterly line, 58.79 ft.; thence N 11°35'37" E along said Easterly line, 720.8[illegible] ft.; thence N 22°03'27" W along said Easterly line, 5[illegible]3.84 ft. to Northeasterly corner of Lot 1, of said Block "C"; thence N 20°09'35" E along boundary of Tract 2 of said Kings Crossing, 472.51 ft. to a point on a curve concave to the Southwest with a radius of 400.00 ft./and a tangent bearing of S78°44'54" E for P.O.B.; thence Southeasterly along arc of said curve, 248.59 ft.; thence S 17°21'14" E, 319.10 ft.; thence N 72°38'46" E, 40.0 ft.; thence S 17°21'14" E, 5[illegible]0.05 ft. to P.C. of curve to right having a radius of 152 ft. and a arc distance of 100.97 ft.; thence Southerly along arc of said curve, 100.97 ft. to P.T. of said curve, thence S 20°42'20" W, 228.54 ft.; thence S 69°17'40" E, 54.15 ft.; thence N 74°35'19" E, 175.43 ft.; thence S 15°24'41" E, 130.47 ft. to a point on a curve having a radius of 152 ft. and a arc distance of 10[illegible].30 ft.; thence Easterly along arc of said curve, 49.5[illegible] ft. to P.T. of said curve; thence S 65°20'26" E, 565.36 ft.; thence S 38°26'12" E, 62.13 ft.; thence S 54°54'08" E, 118.67 ft.; thence N 30°55'45" E, 184.95 ft.; thence N 45°35'19" W, 8[illegible]3.70 ft.; thence N 26°26'28" W, 725.47 ft.; thence N 47°17'25" W, 194.61 ft.; thence S 65°37'1[illegible]" W, 95.07 ft.; thence N 17°21'14" W, 135.47 ft. to a point on a curve concave to the Southwest with a radius of 460.0 ft./ thence Northwesterly along arc of said curve, 58[illegible].91 ft. to P.T. of said curve: thence S 65°21'26" W, 214.89 ft. to P.C. of curve to right having an arc distance of 39.695 ft. and a radius of 25.0 ft.: thence Northwesterly along arc of said curve, 39.695 ft. to P.T. of said curve, said P.T. is on Easterly R/W of Kingsway Circle; thence S 23°30'0[illegible]" E along said Easterly R/W, 1[illegible].02 ft. to P.C. of curve having an arc distance of 38.845 ft. and a radius of 25.0 ft.: thence Northeasterly along arc of said curve, 38.[illegible] ft. to P.T. of said curve: thence N 65°21'26" E, 6[illegible].76 ft. to P.C. of curve to right having an arc distance of 629.00 ft. and a radius of [illegible]. ft.: thence Northeasterly along arc of said curve, 249.[illegible]3 ft. to P.O.B. Subject to drainage easements of record.

I hereby certify that the plat hereon represents a survey made under my direction and further that it is true and correct to the best of my knowledge and belief

KERMIT E ROAN
REG LAND SURVEYOR
FLA CERT NO 1[illegible]

July 2, 1985
ARCADIA, FLORIDA

EXHIBIT
tabbies
A

AMENDED ARTICLES OF INCORPORATION

OF

KINGSWAY GOLF VILLAS PROPERTY OWNERS ASSOCIATION, INC.

A Corporation not for profit

I.

The name of the Corporation shall be KINGSWAY GOLF VILLAS PROPERTY OWNERS ASSOCIATION, INC.,

II.

The purpose for which the corporation is organized is to establish, maintain, and operate an association not for profit, in accordance with Chapters 617 and 720, Florida Statutes, solely for the mutual advantages to be derived there from; to present a unified effort of the members in protecting the value of the property of the owners of KINGSWAY GOLF VILLAS, a subdivision of DeSoto County, Florida; and to engage in such other activities as may be to the mutual benefit of the owners of the property in KINGSWAY GOLF VILLAS, including ownership of streets and utility service lines within KINGSWAY GOLF VILLAS, a subdivision.

III.

The members of the Corporation shall be limited to persons who are in all respects sui juris property owners within KINGSWAY GOLF VILLAS, and who shall be admitted to membership in the Corporation upon receiving notice of approval from the President and Secretary of the Association as regulated by the Bylaws.

IV.

The Corporation shall have perpetual existence.

V.

The names and addresses of the subscribers hereto are as follows:

PERRY E. WILLITS
7389 Ballantrae Place
Sarasota, FL 33583

HELEN C. WILLITS
7389 Ballantrae Place
Sarasota, FL 33583

DAVID C. WILLITS
3423 Sunrise Villa
Tampa, Florida 33614

VI.

The affairs of the Corporation shall be managed by a Board of Directors of not less than three (3). The Board of Directors shall be elected by the members of the corporation and shall be elected annually. The Board of Directors shall elect or appoint a President, Vice President, Secretary/Treasurer. The duties of the officers shall be prescribed by the Bylaws of the Corporation.

VII.

The names of the officers who are to serve until the first election under these Articles of Incorporation shall be:

PERRY E. WILLITS	President/Director/Subscriber
HELEN C. WILLITS	Secretary/Director/Subscriber
DAVID C. WILLITS	Vice President/Director/ Subscriber

VIII.

The names of the persons constituting the first Board of Directors and who will serve until the first election are:

PERRY E. WILLITS
HELEN C. WILLITS
DAVID C. WILLITS

IX.

The Bylaws of the Corporation shall be amended as described in Article XVII of the Bylaws.

X.

Amendments to the Articles of Incorporation may be proposed by any member of the Board of Directors and adopted by fifty-one percent (51%) of the votes of the entire membership.

SAR_DB: 160545_1

AMENDED BYLAWS OF

KINGSWAY GOLF VILLAS PROPERTY OWNERS ASSOCIATION, INC.

A Florida Non-Profit Corporation

ARTICLE I
GENERAL

1.01 Corporate Name.

The name of the non-profit corporation is KINGSWAY GOLF VILLA PROPERTY OWNERS ASSOCIATION, INC. and is hereinafter referred to as the "Association".

1.02 Principal Office.

The principal office of the Association shall be at 11430 S W Courtney Drive, Lake Suzy, Florida 34269 c/o Gateway Management PO Box 380758, Murdock, Florida 33938 or the office address of the existing management company at the time.

1.03 Definitions.

As used herein, the term "Association" shall be the equivalent of the "Association" as defined in the Declaration of Easements, Covenants, Conditions and Restrictions of KINGSWAY GOLF VILLAS, a planned unit development, located in DeSoto County, Florida, hereinafter sometimes referred to as the "Development" or the "Property", and all other words as used herein shall have the same definitions as attributed to them in said Declaration of Easements, Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration".

ARTICLE II
DIRECTORS

2.01 Number and Term.

The directors shall be elected at the Annual Meeting. At least (1) of the directors elected shall be a resident of the State of Florida and a citizen of the United States.

The number of directors shall not be less than three (3) nor more than five (5) as determined by the membership each year at the Annual Meeting. Directors must be members of the Association. The Board of Directors shall serve staggered terms of two (2) years. At the first election subsequent to the effective date of this amendment, the two (2) Directors receiving the highest number of votes shall serve for a term of two (2) years and the remaining Directors shall serve for a term of one (1) year. Thereafter, all Directors shall serve for a term of two (2) years. The term of each Director's service shall extend until his successor is duly elected and qualified, or until he is removed in the manner provided in these Bylaws, or until the Director resigns or is no longer qualified to serve as a Director.

2.02 Vacancy and Replacement.

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

2.03 Removal.

Subject to the provisions dealing with transfer of Association control as set forth in the Declaration and any applicable law, any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all voting Lot owners in accordance with Section 720.303 (10), Florida Statutes, as the same may be amended or renumbered from time to time. A special meeting of all voting Lot owners to recall a member or members of the Board may be called by ten percent (10%) of the voting members giving notice of the meeting as required for a meeting of voting members, and the notice shall state the purpose of the meeting.

2.04 Resignation.

Any director may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless a later time is designated in the resignation, and then effective upon that date. The acceptance of a resignation shall not be required to make it effective.

2.05 Powers.

The property and business of the Association shall be managed by the directors of the Board who may exercise all powers granted for a corporation not-for-profit in accordance with Chapters 617 and 720 of the Florida Statutes and not specifically prohibited by the Florida statutes or the Declaration. The powers of the Board shall specifically include, but not be limited to, the following items:

a. To make and collect assessments and special assessments for common expenses and establish the time within which payment of same are due.

b. To use and expend the assessments collected to maintain, care for and preserve the Property, including the Lots and Common Areas together with any improvements thereon, except those portions which are required to be maintained, cared for and preserved by the Lot owners.

c. To purchase the necessary equipment, services and tools required in the maintenance, care and preservation referred to above.

d. To enter into and upon the Lots when necessary, and with as little inconvenience to the owners as possible, in connection with such maintenance, care and preservation and such entry shall not be a trespass.

e. To insure and keep insured said Property in the manner set forth in the Declaration against loss from fire or other casualty, and against public liability, and to purchase such other insurance as the Board may deem advisable.

f. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin, fine or seek damages from the Lot owners for violations of the Bylaws, rules and the terms and conditions of the Declaration.

g. To contract for the management and maintenance of the Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the governing documents and the Florida Statutes, including but not limited to the levy of assessments and special assessments, promulgation of rules and execution of contracts on behalf of the Association.

h. To make reasonable rules and regulations with respect to the use and occupancy of the Lots, parcels and use of the Common Areas. Provided, however, said directors of the Board shall only act in the name of the Association when it shall be regularly convened after due notice to all directors of such meeting.

i. To establish a hearing procedure, levy fines, enter cease and desist or other appropriate orders to enforce the Association's rules and regulations and other governing documents.

2.06 Meetings.

a. An organizational meeting of the Board shall be held immediately upon adjournment of the Annual Meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable.

b. No notice to the directors of any Board meeting shall be required if the directors agree by unanimous written consent. The directors may, by resolution duly adopted, establish regular monthly, quarterly or semi-annual meetings. If such resolution is adopted, no notice to the directors of such regular meetings of the Board shall be required.

c. Special meetings of the Board may be called by the President or Secretary on five (5) days' notice to each director. In addition, special meetings of the Board shall be called in a like manner and on like notice on the written request of three (3) directors.

d. Notwithstanding the requirements as to notice contained above, all meetings of the Board of Directors where there is a quorum of the directors present in person or by speaker-phone shall be open to the members of the Association and notices of such meetings stating the place and time thereof shall be posted conspicuously at least forty-eight (48) hours prior to any such meeting to call the members attention thereto, provided, however, in the event of an emergency such notice shall not be required.

e. At all meetings of the Board, a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the

directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise specifically provided by statute or by these Bylaws. If a quorum shall not be present in any meeting of directors, the directors present may adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present. All Board meetings shall be open to all Lot owners.

f. Each director shall have one (1) vote and such voting may not be by proxy.

g. The minutes of all meetings of Lot owners and the Board shall be kept in a book available for inspection by Lot owners, (and posted on the bulletin board) and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

2.07 Order of Business.

The order of business at all meetings of the Board shall be substantially as follows:

a. Roll call.

b. Proof of notice of meeting or waiver of notice.

c. Reading of minutes of last meeting

d. Consideration of communications.

e. Resignations and elections.

f. Reports of officers and employees.

g. Reports of committees.

h. Unfinished business.

i. Original resolutions and new business.

j. Adjournment.

2.08 Annual Statement.

The Board will present, not less often than at the Annual Meeting a full and clear statement of the business and condition of the Association.

ARTICLE III
OFFICERS

3.01 Executive Officers.

The executive officers of the Association shall be President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually by said Board. Any of said offices may be united in one (1) person except that the President may not hold any other office. If the Board so

determines, there may be more than one Vice President and such other officers as it deems necessary.

3.02 Appointed Officers.

The directors of the Board may appoint such other officers and agents as it may deem necessary, who shall hold office during the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

3.03 Election.

The Board of Directors at its Organizational Meeting after each Annual Meeting of general members shall elect a President, a Vice President, a Treasurer, and a Secretary, all of whom, must be a member of the Board.

3.04 Term.

The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board may be removed, for cause, at any time by the affirmative vote of a majority of the members of the whole Board.

3.05 The President.

a. The President shall be the chief executive officer of the Association, shall preside at all meetings of the members and directors, shall be an ex officio member of all standing committees, shall have general and active management of the business of the Association, and shall see that all orders and resolutions of the Board are carried into effect.

b. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal by the Association, except where the same is required or permitted by law to be otherwise signed and executed, and except where the signing and execution thereof shall be expressly delegated by the Board to other officers or agents of the Association.

3.06 *Vice President.*

The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

3.07 The Secretary.

The Secretary shall be responsible to issue notices of all Board Meetings and all meetings of the Villa Owners and keep the minutes of same. The Secretary shall have charge of all the Association's books, records and papers except those kept by the Treasurer, and shall have custody of the seal of the Association.

3.08 The Treasurer.

The Treasurer shall have the following duties:

a. Have custody of the Association's official records, funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the

Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board. The books shall reflect an account for each Lot in accordance with generally accepted accounting practices.

b. Disburse the funds of the Association as may be ordered by the Board in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and Board at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Association.

c. Collect any assessments, and shall promptly report the status of collections and of all delinquencies to the Board.

d. Give status reports to potential transferees, on which reports the transferees may rely.

3.09 Vacancies.

If the office of any officer, including the President, Vice President, Secretary, Treasurer or one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the directors, by a majority vote of the whole Board, as provided in these Bylaws, may choose a successor or successors who shall hold office until the next annual meeting.

Any officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Association, unless some other time is designated in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV
MEMBERSHIP

4.01 Transfer.

Except as otherwise provided in the Declaration, transfers of a Lot Owners' membership shall be made only on the books of the Association, and notice of acceptance of such transferee as a member of the Association shall be given in writing to such transferee by the President and Secretary of the Association. The membership of a Lot owner, in such instance, shall automatically be terminated upon the sale or transfer of his interests in a Lot. Membership in the Association may be transferred only as an incident to the transfer of an Owner's Lot and such transfers shall be subject to the procedures set forth in the Declaration.

4.02 Voting Members.

In situations where there are multiple record title owners of a Lot, other than a husband and wife, the Owners must designate a voting member of the Association the designation of whom shall be by a statement filed with the Secretary of the Association, in writing and signed under oath. Such voting member shall continue to cast the vote for all such record title Owners in a single Lot until such time as another person is properly designated by a similar written and sworn statement filed with the Secretary. Failure by all record title Owners of any single Lot to file the aforementioned written and sworn statement with the Secretary prior to any meeting, will result in depriving such Owners of their right to vote at such meeting. Membership shall be held

in the same manner as title to the Lot. In the event there are multiple record title owners of Lots, all such owners are members in the Association; however, such members shall be entitled collectively to only one (1) vote in accordance with the Declaration and the vote may not be divided between plural owners of a single Lot.

4.03 Corporate Owners.

In the event the Owner of a villa or Lot is not a natural person, the subject entity shall designate a natural person who shall be entitled to vote at any meeting, and such natural person shall be deemed a member of the Association subject to the procedures set forth in the Declaration.

ARTICLE V
MEETINGS OF MEMBERSHIP

5.01 Place.

All meetings of the Association's membership shall be held at the office of the Association, or such other place as may be stated in the notice.

5.02 Annual Meeting.

Annual Membership Meetings shall be held on the last Thursday in February of each year, if not a legal holiday, and if a legal holiday, then on the next following day that is not a legal holiday.

5.03 Membership List.

The Board of Directors must maintain a complete list of Association members entitled to vote. Such list shall be maintained as part of the Association's official records and shall be open to examination by any member in accordance with Section 720.303 (4), Florida Statutes (2007), as the same may be amended or renumbered from time to time.

5.04 Special Meetings.

a. Special Meetings of the members for any purpose, unless otherwise prescribed by statute may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten percent (10%) of the members. Such request shall state the purpose or purposes of the proposed meeting.

b. Business transacted at all special meetings shall be confined to the subjects stated in the notice thereof.

5.05 Right to Vote.

At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid and effective for the specific meeting for which it was originally given and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Lot Owner executing it. In no event shall any one (1) member of the Association be designated a proxy for more than five (5) members. Should a member appear in person at a membership meeting

after he/she previously designated a proxy, the proxy shall automatically be revoked and the member so appearing in person will be given a ballot.

5.06 Vote Required to Transact Business.

When a quorum is present at any meeting, sixty-seven percent (67%) of the vote of the members present in person or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the Florida Statutes, the Declaration, the Articles or these Bylaws, a different vote is required in which case such express provision shall govern and control the decision of such question.

5.07 Quorum

Thirty percent (30%) of the voting members shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, the Declaration, the Articles or these Bylaws. If, however, such quorum shall not be present or represented by written proxy, at any meeting of the members, the members present in person or represented by written proxy shall adjourn the meeting. The members present at any meeting adjourned for lack of a quorum shall reschedule said meeting subject to the same notice requirement. At such rescheduled meeting, any business may be transacted which might have been transacted at the meeting originally called.

5.08 Waiver and Consent.

Whenever the vote of members at a meeting is required or permitted to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action at such meeting, if such meeting were held, shall consent in writing to the action being taken.

5.09 Notice of Proposed Special Assessments.

Notice of any Board meeting in which special assessments against owners are to be considered for any reason shall specifically contain a statement that special assessments will be considered and the nature of any such special assessments. The Board must post notice and either mail or hand-deliver notice of this Board meeting to the membership at least 14 days prior to such meeting.

ARTICLE VI
NOTICES

6.01 Definition.

Whenever, under the provisions of the Florida Statutes, the Declaration, the Articles or these Bylaws, notice is required to be given to any director or Owner, it shall not be construed to mean personal notice; however, such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed wrapper addressed as appears on the books of the Association.

6.02 Service of Notice – Waiver.

Whenever any notice is required to be given, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent of such notice.

6.03 Notice.

Written notice of any annual or special meeting of the members, stating the date, time, place and purpose thereof, shall be served upon or mailed to each member entitled to vote at such address as appears on the books of the Association. Except as otherwise provided in the Declaration, with respect to any Annual Meeting or Special Meeting of the Members, thirty (30) days advance written notice shall be given to each member. In addition, all such notices shall be posted in a conspicuous place on the property in accordance with their required time periods.

ARTICLE VII
FINANCES

7.01 Fiscal Year.

The fiscal year shall begin the first day of January and end on the last day of December each year. The Board is expressly authorized to change this fiscal year at any time for the convenience of the Association.

7.02 Checks

All checks or demands for money and notes of the Association shall be signed by any two (2) officers, i.e., President, Vice President, Secretary or Treasurer, or by such officer or officers, or such other person or persons as the Board may from time to time designate.

ARTICLE VIII
SEAL

8.01 Association Seal.

The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization, and the words "non-profit incorporated" or words of similar purport. Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced on any document or instrument.

ARTICLE IX
MISCELLANEOUS RULES AND FEES

9.01 Rules and Regulations.

In addition to the other provisions of the Declaration or these Bylaws, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board, shall govern the use of the property and the conduct of all of its residents and owners.

a. The Lots and the improvements thereon shall be used only for residential purposes.

b. Owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such a way as to be injurious to the reputation of the Property.

c. The use of each Lot and the Common Areas shall be consistent with existing law and any restrictions imposed thereon, and shall not constitute a nuisance.

d. No Lot or residence may be used for business use, or for any commercial purpose whatsoever.

e. Common Areas shall not be obstructed, littered, defaced or misused in any manner.

f. No structural changes or alterations shall be made upon any Lot, except upon the written approval of the Board or the Architectural Control Committee.

g. All Lot Owners, lessees and guests are requested to exercise a continuous noise abatement program. The following requirements must be adhered to by all Owners, lessees and guests:

(1) No stereo speakers may be placed in the attic or abutting party walls.

(2) No noise emitting devices shall be used or played above 50 D.B.A. after 11 P.M. or before 9 A.M.

h. Cooking grilles may be used outside of any villa. Grilles must be stored in screened lanais or in garages after use. It is unlawful to fire up a grille in a screened lanai or in a garage.

i. Owners, lessees and guests may fish in lakes and waterways, however, they shall not create a nuisance by so doing. Fishermen shall clean up all debris created by them.

j. No boats, floats, rafts, or water vehicles of any kind are permitted in the lakes and waterways.

k. No swimming is permitted in the lakes and waterways.

l. No propane fuel storage tanks will be permitted above ground, except small bottles attached to cooking grilles.

m. An existing golf course is contiguous to the property. It is contemplated that the users thereof will exercise reasonable care and propriety regarding trespassing or invasion of privacy. However, the nature of the game is such that a certain minimum amount of trespass may be expected by owners of such contiguous property. The Association shall incur no liability for such trespass.

n. No dogs or cats shall be permitted to roam freely but shall be walked on a leash by pet owner. Pet droppings must be picked up immediately by pet owner.

9.02 Approval Fees.

The transfer, lease, sale or sublease of any Lot, together with the improvements thereon, is subject to the approval of the Association. The Association shall charge a minimum fee for the review of each transfer, lease, sale or sublease, to defer all costs related to such approval process and the maintenance of the Association's records; however, the fee required to be paid to the Association shall never exceed the sum of Fifty and no/100ths Dollars ($50.00) or such other higher amount as permitted by law, excluding the costs incurred in obtaining any credit report reasonably required. No charge shall be made in connection with an extension or renewal of a lease.

ARTICLE X
DEFAULT

10.01 Default in Payments.

In the event an Owner of any Lot does not pay any sums, fines, charges or assessments required to be paid to the Association within thirty (30) days from the date due, the Association, acting on its own behalf, or through its Board or management agent may record a lien and foreclose the lien encumbering the owner's Lot created by non-payment of the required moneys in the same fashion as mortgages are foreclosed. The Association shall be entitled to the appointment of a receiver if it so requests and shall have the right to bid at a foreclosure sale and to acquire, hold, mortgage and covey the same. In addition to foreclosing its lien, the Association may, through its Board or management agent, in its own name, bring suit to recover a money judgment for sums, charges or assessments required to be paid to it without waiving its lien securing same. In any action, either to foreclose its lien or to recover a money judgment against a Lot or Lot Owner, the losing party shall pay the costs thereof, together with reasonable attorneys' fees, including that incurred on appeal.

a. If an action of foreclosure is brought against the Owner of the Lot for the non-payment of moneys due the Association, and as a result thereof the interest of the said owner in and to the Lot is sold, then at the time of such foreclosure sale, the Owner's membership shall be automatically terminated and membership shall be transferred to the purchaser at the sale.

b. If the Association becomes the Owner of any Lot by reason of foreclosure or a deed in lieu of foreclosure, the Association may offer said Lot for sale at a price determined by the Board of Directors and at such time as a sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments, fines or other charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorneys' fees, and any and all expenses incurred in the sale of the Lot, which shall include, but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurnishing of any improvements in question.

10.02 Violations.

In the event of a violation of the provisions of any applicable law, the Declaration, the Articles of Incorporation, these Bylaws or any Association rules and regulations as the same are now or may hereafter be constituted, the Association, on its own behalf, may conduct a hearing for determination of violations and the imposition of sanctions or fines as set forth in the Declaration and these Bylaws, bring appropriate action to enjoin such violation or to enforce the provisions of the documentation, sue for damages, or take all such courses of action at the same time or pursue such other legal remedy as it may deem appropriate. In the event any judicial action is

brought against a Lot Owner, the prevailing party is entitled to an award of its reasonable attorneys' fee and court costs, including any incurred on appeal. Nothing herein shall be deemed to preclude the rights or remedies of any individual Lot Owner or the Lot owners as a class.

10.03 Consent and Agreement of Owners.

Each Owner of an individual Lot, for himself, his heirs, successors and assigns, agrees and consents to the foregoing provisions relating to default, violations and abatement of nuisance, regardless of the harshness of the remedy available to the Association, it being the intent of all Lot Owners to give to the Association a method and procedure which will enable it at all times to operate on a businesslike basis, to collect those money due and owing it from Lot Owners and to preserve each other's right to enjoy his Lot, together with the improvements thereon, free from unreasonable restraint and nuisance.

ARTICLE XI
HEARING PROCEDURES FOR DETERMINATION OF VIOLATIONS OF COVENANTS AND RULES AND REGULATIONS AND FOR LEVYING OF FINES

11.01 Written Complaint.

An action for determination of violations of the Declaration, Bylaws, any rules and regulations or other documents and for levying of fines may be initiated upon the filing of a written complaint with the Board by any member of the Association or by any officer or director. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of law, the Declaration, the Articles, these Bylaws, any rules and regulations or other documentation which the respondent is alleged to have violated, and shall not consist merely of charges phrased in the language of such provisions without supporting facts.

11.02 Service of Complaint.

Upon the filing of the complaint, the Board shall investigate the details of the same and determine whether further action is required. If the Board determines that further action is required, it shall notify the alleged violating Lot Owner in writing. The notice shall describe the violation in reasonable detail, cite the provision of the governing document(s) being violated and set a reasonable time period within which the Owner must cure the violation. If the Lot Owner fails to comply within this time period, the Board of Directors may proceed to file a lawsuit for damages and/or an injunction against the Lot Owner or pursue other appropriate legal action against the Lot Owner(s) to procure compliance.

11.03 Notice of Hearing for Fines or Suspension of Use Rights.

In addition to all other legal remedies, the Board may levy a fine or suspend the Common Area use rights (for a reasonable amount of time) of any Lot Owner, guest or tenant in violation of the provisions of the Association's governing documents. A fine or suspension may not be imposed without first providing the person sought to be fined or suspended at least 14 days notice of a hearing before a fining committee. The fining committee must consist of at least three (3) Lot Owners appointed by the Board who are not directors, officers or employees of the Association or related to any such officer, director or employee. No fine may exceed $100.00 for each day of

a continuing violation and no fine in the aggregate may exceed $1,000.00. No fine may become a lien against a Lot. In any action brought to collect an unpaid fine, the prevailing party is entitled to an award of its reasonable attorney fees and costs.

The notice of a fining hearing to the Lot Owner, guest or tenant shall be substantially in the following form, but may include other information:

> You are hereby notified that a hearing will be held before the Fining Committee at _____ on the _____ day of _____, 200__, at the hour of _____ to explain why a fine or suspension of Common Area use rights should not be levied against you. You may be present at the hearing, may but need not be represented by counsel, you may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association.

If any one of the parties can, within five (5) days of service, show good cause as to why they cannot attend the hearing on the date set and indicate times and dates on which they can be available, the Board may reset the time and date of hearing, and shall promptly deliver notice of the new hearing date to all persons previously served.

11.04 Hearing.

a. Whenever the Board has commenced the fining/suspension hearing described above, oral evidence shall be taken only on oath or affirmation administered by an officer of the Association.

b. Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses, and to rebut the evidence against him. Even if the respondent does not testify on his own behalf, he may still be called and examined as if under cross-examination.

c. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding.

d. The fining committee shall preside over the hearing. At the beginning of the hearing, a fining committee member shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then each party is entitled to produce evidence, witnesses and testimony and to cross-examine the witnesses and opposing party. Then each party is entitled to make a closing statement. Any party may waive the rights to exercise any part of this process, and the fining committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected.

11.05 Authorized Action.

At the conclusion of testimony, the fining committee shall deliberate the evidence. By a majority vote of its members the fining committee shall determine whether the allegations as presented constitute a violation of the covenants or rules and regulations. If the fining committee concludes that a violation has taken place, it may impose the following sanctions:

a. Issue a reprimand.

b. Levy a fine in such amount as their findings warrant.

c. Suspend Common Area use rights for a reasonable amount of time not to exceed 30 days.

ARTICLE XII
ASSOCIATION REGISTERS

12.01 Member's Register.

The Secretary of the Association shall maintain a register in the Association's management office showing the names and addresses of members.

12.02. If the Board of Directors deems it appropriate, an application for the transfer of membership, or for to a conveyance of interest in an owner's Lot or an approval of a lease of an individual Lot shall be accompanied by an application or transfer fee in an amount not exceeding $50.00, or such higher amount as may be permitted by law, to cover the cost of contacting the references given by the applicant and such other costs of investigation that may be incurred by the Board; a separate fee for obtaining a credit report, if reasonably required by the Board, may be charged in addition to the application fee.

12.03. The Association shall maintain a suitable register for the recording of pledged or mortgaged Lots. Any pledge or mortgagee of a members Lot may, but is not obligated, to notify the Association in writing of the pledge or mortgage. In the event notice of default or of a violation is given any member, under an applicable provision of the Bylaws or the Declaration, a copy of such notice shall be mailed to the registered pledge or mortgagee.

ARTICLE XIII
ASSESSMENTS

The assessments of the Association shall be paid by each member in accordance with the annual budget. If for any reason the estimate proves to be in excess of the Association's needs, the balance shall be retained by the Association in its account in reduction of the next ensuing year's expenses. However, in the event said estimate is less than the actual economic needs of the Association, the Association shall have a right to specifically assess its members for their prorate share of any additional monies so required and the same shall be paid upon demand. All annual assessments as set forth in the Declaration shall be made against Lot owners in amounts no less than are required to provide funs in advance for payment of all of the anticipated operating and maintenance expenses and for all of the unpaid operating and maintenance expenses previously incurred. Payments under the annual assessments shall be divided into and be payable in monthly installments on the first (1^{st}) day of each month.

Nothing herein shall prevent the Board from paying taxes on retained monies or directing such payments, or, in the alternative, the Board may return retained sums to Lot owners in accordance with their prorate share of the Annual Assessment prior to the end of the Association's fiscal year.

ARTICLE XIV
ANNUAL BUDGET

14.01 Adoption of Budget.

The annual budget for common expenses for the Association shall be adopted by the Board of Directors of the Association. Said budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications as required by applicable law or as set by the Board. In addition, the budget must include items for reserve accounts for capital expenditures and deferred maintenance as required by applicable law or regulations or as set by the Board. A copy of the proposed annual budget of common expenses shall be mailed, by regular mail, to the Lot owners not less than thirty (30) nor more than sixty (60) days prior to the meeting at which the budget will be considered together with a notice of such meeting. Such meeting shall be open to the Lot owners.

14.02 Determination of Annual Assessments.

In determining whether assessments exceed one hundred and fifteen percent (115%) of the Authorized Annual Assessments for the prior year, there shall be excluded from the computation any provision for reasonable reserves made by the Board with respect to the repair or replacement of any property or with respect to anticipated operating expenses of the Association which are not expected to be incurred on a regular or annual basis, and there shall be excluded from such computation, assessments for capital improvements to the property and for such other items excluded under the provisions of the Declaration.

14.03 Alternate Methods of Adjustment.

As an alternative to the methods for adjusting the annual budget, the Board, with the required notice to all members, may propose the budget to the Lot owners at a meeting of the Association, called for such purpose or by writing, and if such budget or proposed budget be approved by sixty-seven percent (67%) of the members either by voting or in writing, such budget shall not thereafter be re-examined by the Lot owners.

ARTICLE XV
MINUTES OF MEETINGS

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and as part of the Association's official records, to be made available for inspection by Lot Owners and Board members at all reasonable times.

ARTICLE XVI
SALARIES

16.01 Officers and Directors.

No officers or directors shall, for reason of his office, be entitled to receive any salary or compensation, but nothing herein shall be construed to prevent any officer or director from receiving any compensation from the Association for any duties other than as an officer and director.

16.02 Employees.

The directors of the Board shall hire and fix the compensation of any and all employees, which they, in their discretion, may determine to be necessary in the conduct of the business of the Association.

ARTICLE XVII
AMENDMENT OF BYLAWS

The Bylaws of the Association may be altered, amended or repealed, unless specifically prohibited herein, at any regular or special meeting of the members by fifty-one percent (51%) of the voting members of the Association, either present at the meeting or by proxy and provided that notice of said membership meeting has been given in accordance with these Bylaws, and that the notice as aforesaid contained a full statement of the proposed amendment. No modification or amendment to the Bylaws shall be valid unless certified by the President and Secretary of the Association before a notary public, recorded in the Public records of DeSoto County, Florida and copies thereof have been sent by regular mail to each Lot Owner. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. 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 indicators of words added or deleted, provided instead, a notation is inserted immediately preceding the proposed amendment in substantially the following language:

> Substantial rewording of Bylaw. See Bylaw _____for present text.

Nonmaterial errors or omissions in the Bylaw process shall not invalidate an otherwise properly promulgated amendment.

ARTICLE XVIII
CONSTRUCTION

Whenever the masculine pronoun or singular form of a word is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, or the singular or plural, whenever the context so requires. Should any of the covenants herein imposed be void or become unenforceable at law, or in equity, the remaining provision of this instrument shall, nevertheless, be and remain in full force and effect.

ARTICLE XIX
EFFECTIVE DATE

These Amended Bylaws shall be effective and in full force and effect as of the date of recording in the Public Records of DeSoto County.

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