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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
NORTH SHORE AT LAKE HART**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR NORTH SHORE AT LAKE HART**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORTH SHORE AT LAKE HART is made this 20<sup>th</sup> day of June, 2001 by LAKE HART, INC., a Florida corporation, whose address is 5511 Hansel Avenue, Orlando, Florida 32809.

**RECITALS**

- A. Declarant owns the Property.
- B. Declarant intends to develop the Property as a multiple phase residential community known as "North Shore at Lake Hart".
- C. Declarant desires to preserve and enhance the values and quality of life in the Property and to provide for the maintenance of certain areas and improvements for the benefit of the Property and its residents.
- D. Declarant intends to form a non-profit entity to own, maintain, operate or administer the gates, private streets and other lands and improvements, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created.

**DECLARATIONS**

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, transferred and occupied subject to this Declaration.

**ARTICLE I  
DEFINITIONS**

When used in this Declaration, the following words shall have the following meanings:

**Section 1.1. Additional Property.** "Additional Property" means and refers to the lands (excluding the Property), together with any improvements thereon, which hereafter are made subject to this Declaration by annexation pursuant to Article II. The land that is subject to future potential annexation pursuant to Article II is described on Exhibit "A" attached to this Declaration.

**Section 1.2. Area of Common Responsibility.** "Area of Common Responsibility" means and refers to any land or improvement located in or near the Property which is not intended to be owned by the Association but which is intended to be improved, maintained, repaired, replaced or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, Declarant, or by a decision of the Board. The following are hereby designated as Areas of Common Responsibility:

(a) Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, and except to the extent provided by an MSTU, the Association shall operate, maintain, repair and replace to the degree determined by the Board the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the District Permit), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within the unpaved right-of-way of Moss Park Road adjacent to the north boundary of the Property, within the entry area at the intersection of North Shore Golf Club Boulevard and Moss Park Road, and within any unpaved portions of the right-of-way for North Shore Golf Club Boulevard, which right-of-way is dedicated on the plats of the First Development Phase.

(b) Street Lighting. Except to the extent provided through an MSTU, the Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of street lighting for the Property and any Area of Common Responsibility.

(c) Drainage Improvements within Easements. The Association shall operate, maintain, repair and replace all drainage improvements within the Property, including but not limited to all drainage easements and the drainage improvements located therein, all in accordance with the District Permit. The foregoing notwithstanding, each Owner shall provide routine landscape maintenance, mowing and removal of trash and debris within the portions of the Master Surface Water Management System lying within that Owner's Lot or Unit, failing which the Association shall perform the required maintenance and levy an Individual Assessment to cover the cost of such maintenance.

(d) Decorative Pavers. The Association shall maintain, repair and replace the decorative pavers, if any, located within the public streets contained within the Property.

The duties and prerogatives of the Association relative to each Area of Common Responsibility are subject to the terms of Section 4.17 regarding potential implementation of one or more municipal service taxing units or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or other services. Declarant does not warrant that all items or improvements included in the foregoing list will be provided.

Section 1.3. Articles. "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended from time to time. A copy of the initial Articles are attached as Exhibit "B" to this Declaration. The Articles may be amended as provided therein. A copy of each amendment to the Articles, certified by the Secretary of the Association as having been duly adopted, shall be recorded in the public records of the County. It shall not be necessary to amend this Declaration in order to amend the Articles.

Section 1.4. Assessment. "Assessment" means and refers to the charges levied by the Association from time to time against the Owners and the Lot and Units in the Property for the purposes set forth in this Declaration, including but not limited to each: (1) Initiation Assessment, (2) Annual Assessment, (2) Special Assessment, and (3) Individual Assessment.

Section 1.5. Association. "Association" means and refers to North Shore At Lake Hart Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.



**Section 1.6. Board.** "Board" means and refers to the Board of Directors of the Association.

**Section 1.7. Bylaws.** "Bylaws" means and refers to the Bylaws of the Association, as amended from time to time. A copy of the initial Bylaws are attached as Exhibit "C" to this Declaration. The Bylaws may be amended as provided therein and a copy of each amendment to the Bylaws, certified by the Secretary of the Association as having been duly adopted, shall be recorded in the public records of the County. It shall not be necessary to amend this Declaration in order to amend the Bylaws.

**Section 1.8. Common Expense.** "Common Expense" means and refers to the expenses of operating the Association and the costs incurred by the Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, improvement, maintenance, repair, replacement and insurance of the Common Property, the Areas of Common Responsibility and the Master Surface Water Management System.

**Section 1.9. Common Property.** "Common Property" means and refers to the real and personal property from time to time to be owned by the Association and devoted to the use and enjoyment of the Members of the Association. The following portions of the First Development Phase are hereby designated as Common Property:

(a) Tracts A, B, C, D and E, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 3 - PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida,

(b) Tracts A, B, C, D, E, F, G, H, J, K, L, M, N, O, P and Q, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 4, recorded or to be recorded in the Public Records of Orange County, Florida,

(c) Tracts A, B, C, D and E, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 7 - PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida, and

(d) The approximately twenty and 16/100ths (20.16) acres of land lying north of the Moss Park Road realignment described on Exhibit "E" to this Declaration.

The Association shall accept, own, operate, maintain, repair, replace and insure all Common Property for the common use, benefit and enjoyment of the Owners in accordance with and subject to the terms of this Declaration. No commitment is made by Declarant that any Additional Property will contain Common Property.

**Section 1.10. Conservation Area.** "Conservation Area" means and refers to each parcel of land encumbered by the Grant of Conservation Easement dated June 20, 2001 made by Declarant to and in favor of the District now or hereafter recorded in the public records of the County, including but not limited to the following portions of the First Development Phase:

(a) Tract C as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 3 - PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida,

(b) Tracts N, O and P, and the conservation easement areas within the rear portions of Lot 40 through 67, inclusive, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 4, recorded or to be recorded in the Public Records of Orange County, Florida, and

(c) The approximately twenty and 16/100ths (20.16) acres of land lying north of the Moss Park Road realignment described on Exhibit "E" to this Declaration,

together with any additional area hereafter designated by Declarant to be set aside for conservation purposes by any Supplemental Declaration or other document recorded in the public records of the County.

Section 1.11. County. "County" means and refers to Orange County, Florida.

Section 1.12. Declarant. "Declarant" means and refers to Lake Hart, Inc., a Florida corporation, its successors or assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession or assignment, or unless such rights pass by operation of law.

Section 1.13. Declaration. "Declaration" means and refers to this Declaration of Covenants, Conditions and Restrictions for North Shore at Lake Hart, as amended and supplemented from time to time.

Section 1.14. District. "District" means and refers to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

Section 1.15. District Permit. "District Permit" means and refers to Environmental Resource Permit Number 48-01152-P issued by the District, as amended from time to time with the approval of the District. A copy of the District Permit (as same exists on the date of this Declaration) is attached as Exhibit "D" to this Declaration. It shall not be necessary to amend this Declaration in order to amend the District Permit. The Association is obligated to accept assignment of, and to assume in writing, all of Declarant's rights and obligations under the District Permit.

Section 1.16. Enforcement Cost. "Enforcement Cost" means and refers to all reasonable costs of enforcement, whether or not any suit or other judicial or administrative proceeding is filed, and, if a proceeding is filed, before and during any such proceeding, at all levels of proceedings, and in any post-judgment proceedings, including but not limited to court costs and attorney, paralegal and expert fees and disbursements.

Section 1.17. First Development Phase. "First Development Phase" means and refers to the lands described on Exhibit "E" to this Declaration.

**Section 1.18. Golf Course Property Owner.** "Golf Course Property Owner" means and refers to the owner of the Golf Course Property.

**Section 1.19. Golf Course Property.** "Golf Course Property" means and refers to the land described on Exhibit "F" to this Declaration, together with any improvements from time to time located thereon. Except as provided in Subsection 8.5, the Golf Course Property is not encumbered by this Declaration.

**Section 1.20. Governing Documents.** "Governing Documents" means and refers to this Declaration, the Articles, the Bylaws, each subdivision plat of the Property, any rules and regulations promulgated by the Association and the Planning Criteria promulgated by the ARB, as each of the foregoing may be amended from time to time.

**Section 1.21. Lot.** "Lot" means and refers to each residential building site created by any recorded plat of the Property and intended to be improved with a single family, detached Residence, together with any Residence and other improvements from time to time located on such building site.

**Section 1.22. Master Surface Water Management System.** "Master Surface Water Management System" means and refers to the overall system that has been designed and will be constructed and implemented upon the Property and the Golf Course Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to Chapter 40C-4, 40C-40, 40C-42, Florida Administrative Code, and the District Permit. The Master Surface Water Management System includes all land, easements and other facilities and appurtenances that together constitute and comprise the master surface water management and drainage system of North Shore at Lake Hart as reflected on the plans therefor on file with and approved by the District, as same may be amended or supplemented from time to time with the approval of the District. Without limiting the generality of the foregoing, in addition to all drainage easements within the Lots or Units as shown on the subdivision plats of the Property, the following comprise portions of the Master Surface Water Management System:

(a) Tracts B and C, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 3 - PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida,

(b) Tracts B, C, N, O and P, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 4, recorded or to be recorded in the Public Records of Orange County, Florida, and

(c) Tract E, as shown on the plat of NORTH SHORE AT LAKE HART PARCEL 7 - PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida.

**Section 1.23. Member.** "Member" means and refers to each Member of the Association as provided in Article III.

**Section 1.24. Non-Binding Preliminary Development Plan.** "Non-Binding Preliminary Development Plan" means and refers to the Development/Preliminary Subdivision Plan dated March 8, 2000 (April 24, 2000 Revision) prepared by Miller Sellen Connor & Walsh and approved by Orange County, Florida, the Decision on Public Hearing Before the Board of County Commissioners Orange County, Florida January 25, 2000 and the Lake Hart Planned Development Land Use Plan prepared by Davis & Associates dated August 24, 1999, as hereafter amended from time to time. A copy of the Non-Binding Preliminary Development Plan, as same exists on the date of this Declaration, is attached as Exhibit "G" to this Declaration.

**Section 1.25. North Shore at Lake Hart.** "North Shore at Lake Hart" means and refers to the multiple phase residential real estate development in Orange County, Florida proposed by Declarant to be developed on the Property and Additional Property and depicted conceptually on the Non-Binding Preliminary Development Plan.

**Section 1.26. Owner.** "Owner" means and refers to the record holder, whether one or more Persons, of fee simple title to each Lot or Unit in the Property, but, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean or refer to any mortgagee unless and until such mortgagee has acquired title to a Lot or Unit pursuant to foreclosure proceeding or a conveyance or other proceeding in lieu of foreclosure. All owners of a single Lot or Unit shall be treated for all purposes as a single Owner, irrespective of the form or nature of such ownership.

**Section 1.27. Person.** "Person" means and refers to any individual, corporation, limited liability company, governmental agency, business trust, estate, trust, trustee, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity or form of ownership.

**Section 1.28. Plans.** "Plans" means and refers to plans, specifications and plot plans showing all details of each proposed improvement, alteration or addition, including but not limited to the dimensions, design, shape, finished grade elevation, materials and color thereof, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of all proposed improvements, alterations and additions.

**Section 1.29. Property.** "Property" means and refers to the First Development Phase, together with such Additional Property as may hereafter from time to time be made subject to this Declaration by annexation pursuant to Article II. The Property does not include any of the Golf Course Property.

**Section 1.30. Residence.** "Residence" means and refers to each residential Residence, including but not limited to each detached or attached Residence and each Unit, located within the Property and intended for occupancy by one family.

**Section 1.31. Supplemental Declaration.** "Supplemental Declaration" means and refers to any instrument which extends the scope and effect of this Declaration and the jurisdiction of the Association to Additional Property pursuant to Article II.

**Section 1.32. Unit.** "Unit" means and refers to each condominium unit from time to time located within the Property, together with the undivided interest in the common elements appurtenant to the condominium unit.

**Section 1.33. Voting Interest.** "Voting Interest" means and refers to the voting rights distributed to the Members pursuant to the Governing Documents.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

**Section 2.1. The Property.** The Property is and shall be owned, improved, transferred and occupied subject to this Declaration.

**Section 2.2. Additional Property.** Declarant reserves and shall have the right in its sole and absolute discretion, but not the obligation, to bring within the scope of this Declaration and the jurisdiction of the Association, as Additional Property, some or all of the real property described on Exhibit "A" to this Declaration, and any other real property hereafter desired by Declarant to be annexed even though not described on Exhibit "A". Additional Property may be brought by Declarant within the scope of this Declaration and the jurisdiction of the Association at any time and from time to time within twenty (20) years after the date on which this Declaration is recorded in the Public Records of the County. This Declaration shall only encumber or bind so much of the land described on Exhibit "A" as is hereafter from time to time annexed to this Declaration by Supplemental Declaration in accordance with this Article II.

**Section 2.3. Method of Annexation.** Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending the scope and effect of this Declaration to Additional Property. The Supplemental Declaration shall describe the Additional Property being annexed and shall state that the Supplemental Declaration is being entered into pursuant to this Declaration for the purposes of annexing the Additional Property therein described to the scope and effect of this Declaration and extending to the Additional Property therein described the jurisdiction of the Association. The Supplemental Declaration may contain additional terms desired by Declarant to reflect the different character, if any, of the Additional Property being annexed or of the housing or development approaches being implemented in that Additional Property. From and after recordation of any Supplemental Declaration, the Additional Property therein described shall be subject to all of the terms and provisions of this Declaration and to the jurisdiction of the Association, and it will be considered part of the Property as fully as though originally designated herein as part of the Property. Except as provided in Article XIII, annexation may be accomplished by Declarant without the consent of the Association, any Owners, any mortgagee or other lien holder, or anyone else, and each Supplemental Declaration need only be signed by Declarant and, if Declarant is not the owner of the Additional Property being annexed, the owner of such Additional Property.

**Section 2.4. Withdrawal.** Declarant reserves the right to remove any portion of the Property (including, without limitation Lot, Units and Common Property) from the scope and effect of this Declaration and from the jurisdiction of the Association without notice and without the consent of any Person other than the owner of the portion of the Property to be withdrawn; provided, however, no such withdrawal may impair access to any Lot or Unit.

**Section 2.5. Non-Binding Plans.** From time to time Declarant and others may present to the public drawings, renderings, plans or models, including but not limited to the Non-Binding Preliminary Development Plan, showing possible future development of North Shore at Lake Hart. Declarant does not represent or warrant that the development programs or features in any such drawings, renderings, plans or models will be carried out or how the future improvements in North Shore at Lake Hart will actually be developed or built. Any such drawings, renderings, plans or models are conceptual in nature and do not represent a guaranteed final development or improvement plan. The Owners acknowledge, covenant and agree that Declarant will have no liability to the Owners for any changes to, or failure to complete any development or improvements in accordance with, the drawings, renderings, plans or models.

**Section 2.6. Various Uses.** THE PROPERTY IS CONTAINED WITHIN THE LAKE HART PLANNED DEVELOPMENT. THE LAKE HART PLANNED DEVELOPMENT INCLUDES WITHOUT LIMITATION MULTIFAMILY HOUSING (OWNER-OCCUPIED AND RENTAL), EDUCATIONAL, OFFICE, INDUSTRIAL AND COMMERCIAL USES, AND SINGLE FAMILY HOUSING OF VARYING TYPES AND VALUES.

### **ARTICLE III** **THE ASSOCIATION**

**Section 3.1. The Association.** The Association shall be a nonprofit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by the Governing Documents, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the administration of the Property and Areas of Common Responsibility. The officers and directors of the Association must be either (a) a Member of the Association, or (b) a designate of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Association.

**Section 3.2. Membership.** Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Member shall be appurtenant to and inseparable from the Lot or Unit giving rise to such membership, and any transfer of title to a Lot or Unit shall operate automatically to transfer to the new Member the membership in the Association appurtenant to that Lot or Unit. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot or Unit. Membership in the Association will be compulsory for all Members and membership shall continue, as to each Member, until such time as such Member transfers or conveys his fee simple interest in the Lot or Unit upon which his membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership will be automatically pass to the grantee or transferee.

**Section 3.3. Voting Rights.** The Association shall have two (2) classes of voting rights:

(a) **Class A.** Class A Members shall be all Members, with the exception of Declarant for so long as Declarant retains Class B Voting Rights. Each Class A Member shall have one (1) vote for each Lot or Unit owned by that Member.

(b) Class B. The sole Class B Member shall be Declarant. Until conversion of the Class B membership to Class A membership pursuant to Section 3.5, Declarant shall have three (3) votes for each Lot or Unit in the Property, plus three (3) votes for each prospective residential lot or condominium unit approved by the County for development or construction on the lands described on Exhibit "A" (whether or not such prospective residential lot or condominium unit has not been developed, constructed or annexed to this Declaration). Upon the execution of this Declaration, Declarant shall have three thousand one hundred eleven (3,111) Class B votes representing three (3) votes for each of the two hundred sixty nine (269) Lots and Units in the First Development Phase plus three (3) votes for each of the seven hundred sixty eight (768) prospective residential lots or condominium units approved by the County for development or construction on the lands described on Exhibit "A". In all, Declarant expects to develop and submit a total of one thousand thirty seven (1,037) residential lots or condominium units to this Declaration and to the jurisdiction of the Association, but Declarant shall not be required to do so. In the event Declarant elects at any time or from time to time, for any reason whatsoever, to exclude from potential annexation any one or more of the seven hundred sixty eight (768) prospective residential lots or condominium units approved by the County for development or construction on the lands described on Exhibit "A", then Declarant will record notice of that election in the public records of the County and Declarant's Class B votes shall then be reduced by three (3) votes for each one of the prospective residential lots and condominium units so excluded from eligibility for annexation by Declarant. As each Lot or Unit in the Property is conveyed by Declarant to a Class A Member, Declarant's votes for that Lot or Unit shall lapse. The Class B membership will cease and be converted to a Class A membership as set forth in Section 3.5.

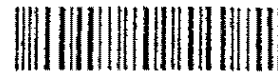
Section 3.4. Multiple Owners. The vote for each Lot or Unit in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one Class A vote is cast for any Lot or Unit, the vote for that Lot or Unit shall not be counted. If any Owner casts a vote on behalf of a Lot or Unit, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot or Unit.

Section 3.5. Conversion of Class "B" Membership. Declarant's Class B membership status will continue in effect during the period from the date of this Declaration until the earlier of the following:

(a) upon conveyance of the Lot or Unit to a Class A Member that causes the total number of votes held by all Class A Members to equal or exceed the number of votes held by the Class B Member; or

(b) seven (7) years after the date on which this Declaration is recorded in the public records of the County, or five (5) years after the date on which the last Supplemental Declaration annexing Additional Property to this Declaration is recorded in the public records of the County of, whichever event occurs later; or

(c) At such earlier time as Declarant, in its discretion, may so elect by recording notice of such election in the public records of the County.



Upon the occurrence or lapse of any one of the foregoing three events or time periods, the Class B membership shall convert to Class A membership.

**Section 3.6. Transition of Control.** Any other provision of the Governing Documents to the contrary notwithstanding, Members other than Declarant shall be entitled to elect at least a majority of the members of the Board not later than three (3) months after ninety percent (90%) of the total number of Lots and Units in all phases of North Shore at Lake Hart that will ultimately be operated by the Association have been conveyed to Members other than Declarant. Until then, Declarant shall be entitled to appoint all members of the Board. Thereafter, Declarant shall be entitled to elect at least one member of the Board as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the total number of Lots and Units in all phases of North Shore at Lake Hart that will ultimately be operated by the Association. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned Voting Interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board.

#### **ARTICLE IV** **COMMON PROPERTY**

**Section 4.1. Designation.** Declarant shall have the right and the power, in its sole discretion, to determine which real and personal property will be Common Property and to convey or transfer ownership of the Common Property to the Association for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property. The Association is obligated to accept ownership of all Common Property designated by Declarant in its "as is" condition when conveyed or transferred to the Association, without warranty by or recourse against Declarant. Prior to the later of conveyance of title to the Common Property to the Association or the conversion of the Class B membership to Class A membership, Declarant may change or cause the Association to change the configuration or legal description of any of the Common Property due to change in Declarant's development plans.

**Section 4.2. Transfer of Title.** Declarant shall convey to the Association by special warranty deed fee simple title in and to all real property designated by Declarant as Common Property; subject, however, all taxes not then delinquent, applicable subdivision plats, this Declaration and any other restrictions, limitations, conditions, reservations, easements and other matters then of public record. Declarant shall also transfer and assign to the Association by bill of sale or assignment ownership of all personal property designated by Declarant as Common Property. Except as otherwise provided in Section 4.7(a), after conveyance to the Association, any real property owned by the Association may not be mortgaged or further conveyed by the Association without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant) and, for so long as Declarant owns any portion of the Property, the Declarant.

**Section 4.3. Association Responsibilities.** The Association shall accept all conveyances, transfers and assignments of all real and personal property from time to time designated by Declarant as Common Property. Subject to any conflicting rights of Declarant and the Owners set forth in the Governing Documents or by law, the Association shall be solely responsible for the ownership, operation, maintenance, repair, replacement, control and



insurance of all of the Common Property, and for the payment of all taxes on the Common Property due and payable from and after the date of such recordation.

**Section 4.4. Easements to Owners and Association.** Declarant hereby creates, reserves and declares to exist in favor of the Association and each Owner (including but not limited to Declarant) a perpetual, non-exclusive right and easement over, under and through the Common Property for the use and enjoyment of the Common Property for all lawful purposes not inconsistent with the Governing Documents or the rights and privileges granted or reserved to Declarant pursuant thereto. The easement in favor of each Owner shall be appurtenant to and pass with the title to each Lot and Unit. The easement shall include but shall not be limited to the following:

(a) Right-of-way for pedestrian and vehicular ingress, egress and passage through and across any streets or roads in the Common Property (except the private streets described in Section 4.5);

(b) Right-of-way for pedestrian ingress, egress and passage through and across any walks or walkways in the Common Property;

(c) Right to drain into and through the surface water drainage detention, retention and conveyance structures and areas of the Master Surface Water Management System within the Common Property in accordance with District Permit and requirements of the District;

(d) Right to connect with and make use of utilities lines and facilities from time to time located within the Common Property.

**Section 4.5. Private Streets and Related Easements.** The streets located within and upon the following described tracts are hereby designated by Declarant as private streets:

Tract A, according to the plat of NORTH SHORE AT LAKE HART PARCEL 3  
- PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida; and

Tract A, according to the plat of NORTH SHORE AT LAKE HART PARCEL 4,  
recorded or to be recorded in the Public Records of Orange County, Florida; and

Tract A, according to the plat of NORTH SHORE AT LAKE HART PARCEL 7  
- PHASE 1, recorded or to be recorded in the Public Records of Orange County, Florida.

Declarant reserves the right, but shall not have the obligation, to designate additional private streets within the Property by plat or any other instrument recorded in the public records of the County. As to each private street herein or hereafter designated by Declarant within the Common Property, Declarant hereby creates, reserves and declares to exist a perpetual, non-exclusive right and easement for access over, under and through the paved street and any sidewalks therein for the use and benefit of the following: (a) the Owners of the Lots or Units served by the private street and sidewalks, and their respective tenants, guests and invitees, (b) fire protection services, police and other authorities of law; (c) United States Postal Service

carriers; (d) utility service providers authorized or requested to serve the Property by Declarant, the Association or the Owners of the Lots or Units served by the private street and sidewalks; (e) holders of mortgage liens on the Lots and Units served by the private streets and sidewalks; (f) the Golf Course Property Owner and its members, guests and invitees, (g) Declarant, and (h) such other Persons as Declarant or the Association may at any time and from time to time designate.

Unless and until permanent access to Tract Q, according to the aforementioned plat of NORTH SHORE AT LAKE HART PARCEL 4, and to the park and recreational facilities from time to time located on Tract Q, is provided by Declarant through a different route, the Owners of all Lots and Units in the Property (without regard to where their Lots or Units are located), and their respective family members, invitees and guests, shall have a right of pedestrian and vehicular ingress, egress, passage and parking over and through Tract A, the gate located in Tract A, and Lot 68, according to the said plat of NORTH SHORE AT LAKE HART PARCEL 4, for the purpose of gaining access to and from Tract Q and for vehicular parking.

Regardless of the provisions of this Section, Declarant and the Association reserve the unrestricted and absolute right to deny right to ingress and egress to the Property to any Person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or a nuisance on any part of the Property, except that such right of Declarant or the Association to deny right of ingress to the Property may not be used to deny any Owner of the right to use any private street or sidewalk for ingress and egress to and from such Owner's Lot or Unit.

**Section 4.6. Gates.** Declarant reserves the right, but Declarant shall not have the obligation to install gates controlling vehicular access to and from all or any portion of the Property containing private streets. The location of any gate, when constructed, shall be determined by Declarant in its sole discretion, and Declarant reserves the right to relocate or modify any gate. Immediately upon installation of any gate controlling access to a private street, the Association shall assume responsibility for the operation, maintenance, repair and replacement of the gate. Unless Declarant requires that it be closed, each gate will remain open during daylight hours until as many as eighty five percent (85%) of the completed Residences on Lot or Units served by the gated entry have been conveyed to Members. Declarant shall have no liability or responsibility for the operation, maintenance, repair or replacement of any gate, or for any failure or deficiency in any of the foregoing, and Declarant shall not be required to supply or ensure compatibility of any remote controls or phone connections related to any gate.

**Section 4.7. County-Mandated Provisions Regarding Private Streets and Drainage in Gated Communities.**

(a) The Common Property to be operated and maintained by the Association shall include any private streets within the Property and the Master Surface Water Management System. The transfer to the County or other governmental entity of any fee simple property rights in and to any private streets or any portion of the Master Surface Water Management System within the Common Property is prohibited without the concurrence of one hundred percent (100%) of the Owners. The Association shall establish and collect reserve funds for periodic major maintenance to the private streets and Master Surface Water Management

System, with a minimum level of reserves in such amount as may be required by the County (or such greater amount as shall be established by the Board) to be maintained in perpetuity and replenished from time to time, as necessary. Such reserve funds shall be established and collected through the Assessments to be levied and collected in accordance with this Declaration. The Association shall cause an annual statement or other financial report (in form and detail reasonably acceptable to the County Comptroller) to be submitted to the County confirming the existence and amount of the reserve funds for major maintenance to the private streets and Master Surface Water Management System. Said reserve funds shall be held in accounts separate and apart from all other Association funds.

(b) Commencing three (3) years after the issuance of a certificate of completion for the First Development Phase of the Property and continuing every three (3) years thereafter, the Association shall obtain an inspection of the private streets and Master Surface Water Management System by a registered civil engineer. This inspection shall, using good engineering practice, determine the level of maintenance of all private streets in the Property and the Master Surface Water Management System, and identify any needed repairs. The inspection shall be written into a report format. A copy of the annual report shall be delivered by the Association to the County Engineer within fifteen (15) days after receipt by the Association of the final written report.

(c) The Association shall cause all remedial work recommended by the engineer in the report to be completed within sixty (60) days following receipt of said report by the Association.

(d) The Association shall cause all private streets in the Property to be resurfaced every twelve (12) years unless the annual engineering report referenced above makes a recommendation to either shorten or lengthen that time frame based on the documentation of conditions as contained in the report.

(e) OWNERS RECEIVE NO DISCOUNT IN TAXES BECAUSE OF PRIVATE STREETS OR THE MASTER SURFACE WATER MANAGEMENT SYSTEM.

(f) Declarant and the Association, jointly and severally, shall indemnify, defend and hold the County harmless from any loss, cost, damage, or expense, including reasonable attorneys' fees, at the trial level and in any appellate or bankruptcy proceeding, arising directly or indirectly, out of (i) maintenance, repair, and/or reconstruction of the private streets and/or the Master Surface Water Management System, or (ii) tort liability related to or stemming from the private streets and/or the Master Surface Water Management System. The duty to so indemnify, defend and hold the County harmless shall be that of Declarant and Association, jointly and severally, but (i) the duty of Declarant shall exist only for the period Declarant controls the Association, and (ii) the recourse of the County with respect to the liability of Declarant shall extend only to the right, title, interest and/or estate of Declarant in or to any of the platted Lots or Units. In addition, the Association shall indemnify, defend and hold Declarant harmless from any loss, cost, damage, or expense, including reasonable attorneys' fees, at the trial level and in any appellate or bankruptcy proceeding, arising directly or indirectly, out of Declarant's liability to the County under this provision.

(g) Upon any default in any of the requirements of this Section, the County, at its option and after due notice of its declaration of a default and the stated time to cure, may remove the gates and upon dedication of the rights-of-way assume responsibility for maintenance, using Association revenues, or, if none or an insufficient amount exists, a municipal service taxing unit or other financing methods as the County may select, in an amount necessary to accomplish the task, may be established and enforced by the County.

(h) All contracts for the sale or resale of any portion of the Property shall disclose (directly, not by reference) the provisions of this Section and the requirements of Section 34-290, Orange County Code, which sets forth the minimum standard conditions of approval for gated communities.

(i) Traffic control on the private streets shall be enforced by the Orange County Sheriff. All costs borne by the Orange County Sheriff shall be paid by the Association pursuant to that certain Agreement for Traffic Control on Private Streets between Orange County, Florida and the Association dated May 22, 2001.

**Section 4.8. Easements for Property Not Annexed.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns, for the use and benefit of the owners of some or all of the land described on Exhibit "A" attached to this Declaration that for any reason is not annexed to this Declaration ("Property Not Annexed"), and their successors, assigns, tenants, invitees and guests, a perpetual, non-exclusive right and easement over, under and through the Common Property and platted easements within the Property for the following purposes: (a) pedestrian and vehicular ingress, egress and passage, (b) installation, maintenance, repair, replacement, connection with and use of pumps, controls, poles, wires, fixtures, cables, conduits, pipes, lines, meters and other equipment and improvements for lighting, irrigation and utilities services (including but not limited to electric, gas, sewer, water, reuse water, telecommunications) to serve the Property Not Annexed, and (c) installation, maintenance, repair, replacement, connection with and use of the surface water drainage detention, retention and conveyance structures and areas of the Master Surface Water Management System in accordance with District Permit and District requirements.

**Section 4.9. Easements Over Amenities.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns, for the use and benefit of the owners of some or all of the Property Not Annexed and their successors, assigns, tenants, invitees and guests, a perpetual, non-exclusive right and easement over each parcel of Common Property in the Property hereafter designated by Declarant for recreational or amenity use for the purpose of permitting non-exclusive access to and use and enjoyment, on a non-discriminatory basis, of such parcel and the recreational and other improvements from time to time located on such parcel. Declarant will impose covenants in favor of the Association on each homeowners association with jurisdiction over residences in Property Not Annexed which hereafter benefit from this reservation. The said covenants shall require the association(s) to assess and collect from the benefited owners sufficient funds to cover a proportionate share of the costs incurred by the Association to pay taxes on, operate, maintain, repair, replace and insure each applicable parcel and the recreational and other improvements from time to time located thereon. Such proportionate share shall be based upon an equal amount per residence (within and outside the Property) which, from time to time, is granted by Declarant the right of

access to and use of the applicable parcel. The contribution obligation shall not commence as to any residence located in Property Not Annexed unless and until rights of use and enjoyment of any applicable parcel and the recreational or other improvements thereon are hereafter specifically granted by Declarant, in recorded instrument, to the owner of such residence.

**Section 4.10. Easement for Further Improvements.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns the right and easement over, under and through the Common Property to make and install, at Declarant's expense and at any time and from time to time on or before the fifteenth (15th) anniversary of the date on which this Declaration is recorded in the public records of the County, additional improvements to the Common Property and any recreational or other improvements located thereon. Upon the completion of any such additional improvements, all right, title and interest therein shall be transferred (subject to the rights and easements herein created and reserved) to the Association for the uses and purposes set forth in the Governing Documents, and the Association shall accept and thereafter operate, maintain, repair, replace and insure those additional improvements.

**Section 4.11. Temporary Easements Over Common Property.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns rights and easements over, under and through the Common Property for the following purposes: (a) to permit pedestrian and vehicular ingress, egress, passage and parking incidental to development, construction and marketing of North Shore at Lake Hart, (b) to cut trees, bushes or shrubbery, (c) to change the grade or elevation of the land, and (c) such other rights and easements as may be reasonably necessary to permit the orderly and economic development, improvement and sale of North Shore at Lake Hart. The rights and easements reserved in this Section shall continue in existence until such time as Declarant and its designated successors and assigns have sold all Lots and Units to be developed and constructed in North Shore at Lake Hart.

**Section 4.12. Permanent Easements Over Common Property.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns perpetual, non-exclusive rights and easements over, under and through the Common Property and platted easements in the Property for the following purposes: (a) installation, maintenance, repair, replacement, connection with and use of wells, pumps, controls, poles, wires, fixtures, cables, conduits, pipes, lines, meters and other equipment and improvements for lighting, irrigation and utilities services (including but not limited to electric, gas, sewer, water, reuse water, telecommunications) to serve any portion of North Shore at Lake Hart, (b) installation, maintenance, repair, replacement, connection with and use of the surface water drainage detention, retention and conveyance structures and areas of the Master Surface Water Management System in accordance with District Permit and District requirements, and (c) irrigation of the Common Property with pre-treated effluent from a wastewater treatment facility.

**Section 4.13. No Implied Obligation.** None of the reservations of rights and easements in this Article shall be interpreted to impose any obligation on Declarant or its successors or assigns to install, operate, maintain, repair, replace, connect with or use any of the improvements or facilities referenced therein.

**Section 4.14. No Interference.** No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

**Section 4.15. No Reference Necessary.** The terms and provisions of this Declaration, including but not limited to the rights and easements granted and reserved in this Article, shall survive the delivery of each deed of Common Property to the Association, and said terms and provisions shall remain in full force and effect and shall bind the Common Property and the Association whether or not referred to or recited in any deed of Common Property to the Association.

**Section 4.16. Delegation.** Any Owner (including Declarant) may grant the benefit of any easement, right or privilege conferred under this Declaration to their respective family members, officers, agents, employees, contractors, members, tenants, licensees, invitees and guests, but nothing herein shall be construed to create any rights in the general public.

**Section 4.17. Municipal Service Taxing Units.** Declarant or the County may establish one or more municipal service taxing units or similar mechanism (sometimes referred to in this Declaration as "MSTU") to provide for one or more services for the benefit of the Owners and the Property, including but not limited to operation, maintenance, repair and replacement of portions of the Master Surface Water Management System and street lighting. It is anticipated that the costs to be incurred by the MSTU will be billed directly to the Owners by the County.

**Section 4.18. Community Systems and Services.** Declarant reserves for itself, its successors and assignees, and grants to the Association (after Declarant no longer owns any property described on Exhibit "A" or Exhibit "E") the exclusive and perpetual right to provide and operate, or to permit others to provide and operate, within North Shore at Lake Hart, such telecommunication systems (including, without limitation, cable television, community intranet, internet, and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), security monitoring, systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation or provision thereof (collectively, the "Community Systems and Services") as Declarant, in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the North Shore at Lake Hart area, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Declarant may receive, and shall be entitled to retain, any rebate, credit, fee, or incentive relating to the installation, operation, or provision of any Community Systems and Services. Declarant may require that the Board enter into agreements for the provision of Community Systems and Services to all Lots and Units as a Common Expense. If particular services or benefits are provided to particular Owners or Lots or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Section 4.19. Pool, Recreation and Fitness Center. Declarant may elect, but Declarant shall not be obligated, to construct a pool, recreation and fitness center (the "Recreation Center") as part of the Common Property. The Board may promulgate and amend from time to time rules and regulations regarding the operation and use of the Recreation Center, including but not limited to limitations on hours of operation, frequency and manner of use, and use by guests, family members, children and tenants. The Board may, but shall not be obligated, to assess fees and charges for use of the Recreation Center in addition to the Assessments described in Article VI of this Declaration. To the extent not paid from any use fees and charges that may be imposed by the Board, the costs of operating, maintaining, repairing, replacing, insuring and protecting the Recreational Center shall be a Common Expense of the Association and included in the Assessments levied and collected pursuant to Article VI of this Declaration.

## **ARTICLE V** **INSURANCE**

The Board may obtain fidelity bond coverage in its discretion. In addition, the Board may obtain hazard insurance for insurable improvements on the Common Property, any Area of Common Responsibility, or on any easement benefiting the Owners or the Association; public liability insurance; directors and officers liability insurance; and any other types of insurance coverage as the Board may deem desirable or appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. All premiums for insurance obtained by the Association shall be Common Expense. The Association may self-insure against any risk.

## **ARTICLE VI** **COVENANT FOR MAINTENANCE ASSESSMENTS**

### **Section 6.1. General.**

(a) Covenant to Pay. Each Owner, by acceptance of title to any Lot or Unit, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (1) Annual Assessments, (2) Initiation Assessments, (3) Special Assessments, and (4) Individual Assessments. Assessments shall be fixed, established and assessed as herein provided. Declarant shall be excused from payment of Annual Assessments and Special Assessments for so long as Declarant subsidizes the budget of the Association pursuant to Section 6.8. Declarant shall never be obligated to pay any Initiation Assessment or Individual Assessment.

(b) Lien and Personal Obligation. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, and in all post-judgment proceedings, shall be a charge and a continuing lien upon the Lot or Unit against which such Assessment is made from and after the date on which such Assessment is due. Each Assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot or Unit at the time the Assessment fell due.

(c) Nonpayment. If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot or Unit as to which the Assessment accrued. The lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot or Unit during the ownership by the Owner who owned the Lot or Unit at the time the Assessment fell due and the lien shall continue in effect following transfer of title to the relevant Lot or Unit to each subsequent Owner until all amounts secured by the lien have been paid. The personal obligation of the Owner to pay any delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them. If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest from the date when due until paid at the highest lawful rate in Florida, or at such lesser rate of interest as may be determined by the Board and uniformly applied. The Association shall have and may pursue any and all remedies available at law and in equity for the collection of delinquent Assessments, including but not limited to bringing an action for collection against the Owner personally obligated to pay the delinquent Assessment, recording a claim of lien (as evidence of its lien and lien rights as provided for in this Declaration) against the Lot or Unit as to which the delinquent Assessment remains unpaid, and foreclosing the lien against the Lot or Unit by judicial foreclosure in the same manner as foreclosure of a mortgage. The Association may pursue any one or more of its remedies at the same time or successively. There shall be added to the amount of such delinquent Assessment the above-mentioned interest, late charges, collection costs and attorneys' and paralegals' fees, which fees and collection costs shall be recoverable whether or not suit is brought. The Owner shall also be required to pay the Association any Assessments against the Lot or Unit which become due during the period of collection and foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with any Lot or Unit acquired by the Association through foreclosure.

(d) Exempt Property. The following property shall be exempt from the Assessments and liens created herein: (i) the Common Property; (ii) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (iii) lands dedicated to the County or other governmental authority, any utility company or the public; and (iv) Lots or Units owned by Declarant during the period of time that Declarant subsidizes the Common Expense of the Association pursuant to Section 6.8. No other land or improvements in the Property shall be exempt from Assessments or liens. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Property. It is specifically acknowledged that, by virtue of the benefits to be derived by the Owners and the Association from the maintenance, repair and replacement by the Golf Course Property Owner of the portions of the Master Surface Water Management System lying within the Golf Course Property, and from existence of the open spaces within the Golf Course Property that may exist from time to time, it would be inequitable to require the Golf Course Property Owner to contribute to any cost or expense of maintaining the Common Property or Areas of Common Responsibility even though the Golf Course Property or the Golf Course Property Owner might derive some benefit or advantage therefrom. Accordingly, except as specifically



provided in Subsection 8.5 of this Declaration, the Golf Course Property shall never be subject to any Assessments or liens imposed pursuant to this Declaration.

**Section 6.2. Purpose.** The Assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, and to pursue any other lawful purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Association operating and overhead expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (c) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Property; (d) improvement, operation, insurance, maintenance, repair and replacement of the Common Property, Areas of Common Responsibility and easement areas benefiting the Association; (e) repayment of any deficits previously incurred by the Association; (f) funding of reserves for future Common Expense; (g) procurement and maintenance of insurance and fidelity bonds; (h) employment of accountants, attorneys and other professionals to serve, represent or advise the Association; (i) improvement, operation, insurance, maintenance, repair and replacement of the Master Surface Water Management System for the Property in accordance with the terms of this Declaration, the District Permit and the requirements of the District; (j) monitoring of protected wetlands as required by the District; (k) payment of the costs and expenses for lighting of the Golf Course Property club house parking lot in partial consideration for the benefits to be derived by the Owners and the Association from the maintenance, repair and replacement by the Golf Course Property Owner of the portions of the Master Surface Water Management System lying within the Golf Course Property; and (l) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

**Section 6.3. Annual Assessments.**

(a). **Operating Budget.** At least forty five (45) days prior to the end of each fiscal year, the Board shall prepare and approve a budget of the estimated Common Expense of the Association for the coming year, together with any amounts necessary to fund any deficits from prior years and to provide reserves for future expenses, including but not limited to the annual capital contribution approved by the Board under Subsection (c) below.

(b) **Private Streets and Gates.** The aggregate share of the Common Expense resulting from ownership, operation, maintenance, repair, replacement and insurance of the private streets in the Property and the gates controlling access to those private streets, together with any reserves required by the Governing Documents, law or decision of the Board for anticipated future major repair and replacement needs related to the private streets and gates, shall be estimated and separately accounted for by the Board in the Association Operating Budget. The annual amount determined by the Board pursuant to this Subsection is referred to in this Declaration as the "Private Streets and Gates Expense".

(c) Capital Budget. Each year, the Board shall approve a capital budget taking into account the number, type, useful life and expected major repair or replacement cost of major components, such as but not limited to paving. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget described in Subsection (a) above.

(d) Adoption of Operating Budget. The Association shall mail to each Member a copy of the capital budget, operating budget and projected Annual Assessments approved by the Board to be levied for the next fiscal year at least thirty (30) days prior to the end of the Association's current fiscal year. The operating budget and Annual Assessments shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed budget and Assessments are mailed to the Members. To be effective, the disapproval must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to class. If the membership so disapproves the operating budget for the succeeding year, or if the Board fails to propose a budget, then the budget and Annual Assessments for the preceding year shall continue in effect until a new budget is determined.

(e) Allocation of Annual Assessments Among Lots and Units. The operating budget of the Association, including the Private Streets and Gates Expense, shall be assessed against all Owners and their Lots and Units in the Property in an equal amount per Lot or Unit.

Section 6.4. Recreation Center Capital Charge, Initiation Assessments, Special Assessments and Individual Assessments.

(a) Recreation Center Capital Charge. If Declarant elects to construct the Recreation Center as part of the Common Property, then at the closing of the first purchase of each Lot or Unit by an Owner (other than Declarant) who acquires the Lot or Unit for any purpose other than to build or construct improvements thereon for resale in the ordinary course of business, the Owner shall pay to the Declarant a one time Recreation Center Capital Charge in the amount established by Declarant but not exceeding Seven Hundred Fifty and No/100ths Dollars (\$750.00) per Lot or Unit as payment to Declarant for the Recreation Center. All monies received by Declarant from Recreation Center Capital Charge shall belong exclusively to Declarant.

(b) Initiation Assessments. At the closing of the first purchase of each Lot or Unit by an Owner (other than Declarant) who acquires the Lot or Unit for any purpose other than to build or construct improvements thereon for resale in the ordinary course of business, the Owner shall pay to the Association a one time Initiation Assessment in the amount of Two Hundred Fifty and No/100ths Dollars (\$250.00) per Lot or Unit as a contribution to the capital of the Association. Initiation Assessments may be adjusted as to Additional Property as provided in the Supplemental Declaration applicable to such Additional Property. Initiation Assessments are not refundable and shall not be prorated. The Association may use Initiation Assessments for any purpose.

(c) Special Assessments. In addition to Annual Assessments, the Board may levy at any time a Special Assessment for the purpose of defraying the cost of any construction, repair or replacement on the Common Property or Areas of Common Responsibility, or on any easement benefiting the Association, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such Special Assessment that exceeds fifteen percent (15%) of the operating budget for that fiscal year shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose.

(d) Individual Assessment. The Board may levy an Individual Assessment against any Owner and that Owner's Lot or Unit in order to cover costs incurred by the Association due to that Owner's failure to maintain that Owner's Lot or Unit pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss or damage to the Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his tenant, agent, contractor, invitee or guest, and not covered by insurance, or for any other purpose expressly authorized by this Declaration.

Section 6.5. Commencement Dates; Initial Annual Assessments; Due Dates. Annual Assessments on the Lots in the First Development Phase shall commence on the date this Declaration is recorded in the public records of the County. The Annual Assessments for the Lots and Units in each Additional Property shall commence on the date the applicable Supplemental Declaration is recorded in the public records of the County. The Annual Assessment for the First Development Phase for the balance of calendar year 2001 shall be Seven Hundred Fifty and No/100ths Dollars (\$750.00) for each Lot plus an additional charge for cable television and/or telecommunications services ("Additional Cable Charge") if the Association arranges for any such services for the Property. The Additional Cable Charge for each Lot shall be calculated based on the actual charges incurred by the Association for cable television services. The initial Annual Assessment for the Lots and Units in each Additional Property shall be set forth in the relevant Supplemental Declaration. At the closing of the sale of each Lot or Unit in the Property by Declarant to the first purchaser from Declarant, the purchaser shall pay to the Association the entire Annual Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect Annual Assessments in semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon. Annual Assessments which commence to accrue as to any Lot or Unit other than on the first day of the year shall be prorated for the balance of that year.

Section 6.6. Certificate. Upon request, the Association shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any Assessment therein stated to have been paid.

**Section 6.7. Subordination.** The lien for Assessments provided for in this Declaration shall be subordinate to the lien of any mortgage. Any mortgagee or other acquirer who obtains title to a Lot or Unit through foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot or Unit, or due from the former Owner thereof, which became due prior to the acquisition of title by said mortgagee or other acquirer. Instead, the unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee or other acquirer, on an equal basis. Any such transfer to or by a mortgagee or other acquirer through foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not relieve the transferee of responsibility, or the Lot or Unit from the lien, for Assessments thereafter falling due.

**Section 6.8. Funding by Declarant.** Notwithstanding anything contained in this Declaration to the contrary, Declarant shall not be obligated to pay any Annual Assessment or Special Assessment as to any Lot or Unit owned by Declarant during any period of time that Declarant pays the Common Expense actually incurred over and above the income derived from Initiation Assessments, Annual Assessments, Special Assessments and Individual Assessments due from the other Owners pursuant to this Declaration. For purposes of this subsidy arrangement, Declarant need not subsidize or pay replacement reserves or capital expenditures. Declarant, at its option, may elect by written notice delivered to the Association at any time to abandon the subsidy approach and commence payment of the Annual Assessments and Special Assessments thereafter falling due for the Lots and Units then owned by Declarant, prorated as of the date of such notice.

## ARTICLE VII ARCHITECTURAL CONTROL

**Section 7.1. Planning Criteria and Architectural Review Board.** All Lots and Units in the Property are subject to architectural review in accordance with the Governing Documents, including but not limited to the North Shore at Lake Hart Planning, Construction and Development Criteria ("the Planning Criteria") adopted and amended from time to time by the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all Owners and prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARB not inconsistent with this Declaration.

**Section 7.2. Membership of ARB.** So long as Declarant is entitled to appoint all members of the Board, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board. The ARB shall consist of no less than three (3) members, none of whom shall be required to be Owners or occupants of the Property, and may contain such additional number of members as may be determined from time to time by the Board. Decisions of the ARB shall be made by majority vote or action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARB may be removed by the Board at any time with or without cause.

**Section 7.3. Approval Requirement.** No site work, landscaping, utility installation or extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, mailbox, lighting, decoration, equipment, or any other physical or structural improvement in the Property, nor any exterior alteration or addition to any of the foregoing, shall be permitted, commenced, erected or maintained until the ARB has received and approved in writing the Plans therefor. All improvements, alterations and additions shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. It shall also be the responsibility of each Owner at the time of construction of any improvement, alteration or addition on that Owner's Lot or Unit to comply with the approved construction plans for the Master Surface Water Management System on file with the District, the applicable portions of the District Permit and all other District requirements. Until the Plans for any improvement, alteration or addition have been submitted to and approved by the ARB, the Owner shall not make application (directly or through any other Person) to any governmental agency for any building or other permit for the proposed improvement, alteration and addition. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Residence as that Owner desires.

**Section 7.4. Submissions.** Unless waived by the ARB, all Plans shall be prepared by an architect or engineer employed by and at the expense of the submitting Owner. Two (2) complete sets of Plans shall be submitted to the ARB.

**Section 7.5. Approval or Disapproval.** Except as otherwise expressly provided in the Governing Documents, all improvements and exterior alteration and additions must conform to the Governing Documents, including but not limited to the Planning Criteria, and no Plans shall be approved by the ARB if they are not in conformity with the Governing Documents. If for any reason, including purely aesthetic reasons, the ARB determines that a proposed improvement, alteration or addition is not consistent with the Governing Documents, including but not limited to the Planning Criteria, Declarant's development plan or the best interests of North Shore at Lake Hart, then such improvement, alteration or addition shall not be made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in the Governing Documents, but also by virtue of the dissatisfaction of the ARB with the location of the improvement, alteration or addition on the Lot or Unit, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed improvement, alteration or addition, the materials to be used therein, the materials, design, size, height or location of vegetation on the Lot or Unit, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement, alteration or addition aesthetically displeasing or inharmonious with the Governing Documents, Declarant's development plan or the best interests of North Shore at Lake Hart. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. The ARB approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans approved or disapproved. Failure of the ARB to respond in writing to any submission or re-submission of any Plans within said thirty (30) day period shall be deemed to be approval of the Plans as submitted or resubmitted. Whenever the ARB disapproves any Plans, the ARB shall specify the reasons for disapproval. Any approval by the ARB may be conditional in nature or may impose additional requirements to be met by the Owner.

**Section 7.6. Violations.** All work must be performed strictly in accordance with the approved Plans. If after Plans have been approved the approved improvement, alteration or addition is altered, erected or maintained upon the Lot or Unit other than as approved, then the improvement, alteration or addition shall be deemed to have been undertaken without ARB approval. After one (1) year from completion of any improvement, alteration or addition, it shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the Governing Documents unless a notice of such noncompliance executed by any member of the ARB shall appear in the public records of the County or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with the Governing Documents.

**Section 7.7. Variances.** The ARB may grant variances from compliance with the architectural provisions of the Governing Documents, including but not limited to restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require or permit. The granting of any variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular Lot or Unit and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all governmental requirements, including the District Permit and other requirements of the District. Such variances may only be granted when mitigating or unique circumstances exist and no variance shall be effective unless in writing, and no variance shall be deemed to preclude or estop the ARB from denying a variance in similar circumstances in the future.

**Section 7.8. Waiver of Liability.** None of Declarant, the ARB, the members of the Board or the Association, or any director, officer, agent or employee thereof, shall be liable to anyone submitting Plans for approval or to any Owner, tenant, invitee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such Plans. Approval of Plans, or any other approvals, variances or consents, are given solely to protect the values and aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with applicable laws, codes, rules or regulations, nor shall ARB approval be deemed approval of any Plan or design from the standpoint of safety or conformity with building or other codes. Every Person who submits Plans for approval agrees, by submission of such Plans, and every Owner, tenant, invitee and guest of any Lot or Unit agrees, by acquiring title thereto or an interest therein, or by entering the Property, that he, she or it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid parties from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or any alterations or additions thereto.

**Section 7.9. Enforcement.** Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. In addition to any other remedy to which Declarant or the Association may be entitled, Declarant and the Association shall also be entitled to recover their Enforcement Cost from the violating Owner. Should any Owner fail to comply with the requirements of this Article within thirty (30) days after receipt of written demand for

compliance, Declarant and the Association shall have the right but not the obligation to enter upon the exterior of the Owner's Lot or Unit, make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents, and charge the cost thereof to the Owner as an Individual Assessment. Neither the Declarant or the Association, nor any of their respective directors, officers, employees, contractors or agents, shall have any liability to the Owner or to any tenant, invitee or guest of any Lot or Unit for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

**Section 7.10. Exemption.** Declarant shall be exempt from the architectural control provisions of this Article. Declarant shall be entitled to construct or install any new improvement, and to change or add to any existing improvement, without submitting Plans to or obtaining the approval of the ARB.

**Section 7.11. No Waiver of Future Approval Rights.** The approval of any Plans by the ARB or the approval of or consent to any other matter requiring the approval or consent of the ARB, shall not be deemed to constitute a waiver of the right to withhold approval or consent as to any similar Plans or matters subsequently or additionally submitted to the ARB for its approval or consent.

**Section 7.12. ARB Rules.** The ARB may adopt reasonable rules of procedure and standards for the submission and review of any matter to be brought before it and the inspection and final approval of any completed work done pursuant to Plans approved by the ARB. Such rules shall be (i) subject to the prior approval of the Board of Directors, (ii) not inconsistent with the covenants and restrictions set forth in this Declaration, and (iii) published or otherwise made available to the Owners.

## ARTICLE VIII EXTERIOR MAINTENANCE

**Section 8.1. Owner's Responsibility.** Each Owner shall keep and maintain that Owner's Lot or Unit and all building and other improvements and landscaping located on that Owner's Lot or Unit in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of improvements shall be consistency with the approved Plans therefor and with the general appearance of the other occupied improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness). The maintenance obligation of each Owner as to building improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, facias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owners shall clean, repaint or restain, as appropriate, the exterior portions of the building improvements (with the same colors as initially approved or with other colors first approved by the ARB), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot or Unit in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistency with the approved Plans therefor and with the general appearance of the other occupied Lots and Units in the

Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings. To the extent not included in the areas required to be maintained by the Association pursuant to Section 8.5, each Owner shall, at that Owner's expense, grass over (with St. Augustine sod or other grass or groundcover first approved by the ARB), mow and keep free of trash and debris, on a routine basis, those portions of the Master Surface Water Management System located on that Owner's Lot or Unit (whether or not included in a platted drainage easement). When required, all major repairs to, and major maintenance and reconstruction of, all components of the Master Surface Water Management System in the Property shall be performed by the Association, at Common Expense. Each Owner shall grass over (with St. Augustine sod or other grass or groundcover first approved by the ARB), mow and keep free of trash and debris, on a routine basis, the unpaved portions of any platted street(s) abutting the Owner's Lot or Unit.

The Association shall have the right but not the obligation to provide exterior repair and maintenance on any Lot or Unit, and any improvement thereon, in the event of default by any Owner in the duties hereby imposed. Prior to the Association performing repair or maintenance on any Lot or Unit that is the responsibility of the Owner, the Board shall determine that repair or maintenance is needed, that such repair or maintenance is the responsibility of the Owner, and that the failure of the Owner to perform such repair or maintenance detracts from the overall appearance or quality of the Property. Except in emergency situations, prior to commencement by the Association of any repair or maintenance on any Lot or Unit that is the responsibility of the Owner, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance. Upon the Owner's failure to commence timely and to diligently pursue the repairs or maintenance, the Association and its agents, employees or contractors shall have the right to enter in or upon the exterior of the Lot or Unit to perform the repairs or maintenance specified in the notice. For example, the Association shall have the right to clean, remove debris, paint, resurface, repair, replace and provide maintenance of any and all exterior surfaces, roofs, chimneys, gutters, downspouts, pools, pool enclosures, fences, walls, driveways, walks, parking areas, landscaping (including but not limited to trimming, watering, fertilizing and caring for trees, shrubs, grass, repairing sprinkler systems and providing shoreline maintenance), swales, berms and other drainage improvements. Neither the Declarant nor the Association, nor any of their respective directors, officers, employees, contractors or agents, shall have any liability to the Owner or to any tenant, invitee or guest of any Lot or Unit for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

**Section 8.2. Assessment of Cost.** The cost of any work performed by or at the request of the Association pursuant to Section 8.1 shall be assessed as an Individual Assessment against the Owner of the Lot or Unit upon which such work is done.

**Section 8.3. Access.** In order to perform the repairs or maintenance authorized by this Article, the agents and contractors of the Association may enter upon the exterior of any Lot or



Unit during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board in its sole and absolute discretion, entry may be made at any time.

Section 8.4. Association Responsibilities. Except to the extent performed by an MSTU or the County, the Association shall operate, maintain, repair, replace the Common Property and the Areas of Common Responsibility and the private streets, gates, walls, landscaping, lighting, irrigation, signs, drainage and other improvements from time to time located thereon.

Section 8.5. Master Surface Water Management System.

(a) Maintenance Generally. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities in accordance with the District Permit and the requirements of the District. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the District.

(b) By the Association. It shall be the responsibility of the Association, at Common Expense, to operate, maintain, repair and replace the portions of the Master Surface Water Management System located within the Common Property in accordance with the District Permit and the requirements of the District, and to enforce (or to take such appropriate action as may be necessary to cure violations of) the routine maintenance and non-interference covenants of the Owners under this Declaration relative to the Master Surface Water Management System, and, when appropriate, to levy Special Assessments or Individual Assessments therefor. If and to the extent the Association fails to operate, maintain, repair or replace, or otherwise interferes with the proper operation of any portion of the Surface Water Management System located within the Common Property, and such failure continues for a period of thirty (30) days after written notice is delivered to the Association by the Golf Course Property Owner (or such longer period as may be reasonable under the circumstances), then the Golf Course Property Owner shall have the right (but not the obligation) to enter upon the Common Property and perform the required maintenance, repair or replacement, or to abate the interference. The foregoing is subject to the qualification that, if thirty (30) days advance notice is not feasible due to imminent danger of flooding or damage to person or property, then the Golf Course Property Owner shall provide advance notice to the Association by such means and as far in advance as is reasonable under the circumstances before entering upon the Common Property to perform the required maintenance, repair or replacement, or to abate the interference. In performing work within the Common Property, the Golf Course Property Owner shall cause the work to be performed expeditiously and in such manner as to minimize interference with or disruption of the use and enjoyment of the Common Property and the improvements, operations and activities therein by the Association and its Members, invitees and guests. The costs incurred by the Golf Course Property Owner to perform work within the Common Property, together with interest thereon at ten percent (10%) per annum from the date incurred to the date repaid, and Enforcement Costs, shall be paid by the Association to the Golf Course Property Owner upon demand. The Golf Course Property Owner shall have all rights and remedies available under Florida law to enforce the obligations of the Association to the Golf Course Property Owner to maintain, repair and

replace the portions of the Surface Water Management System located within the Common Property. The Golf Course Property Owner is hereby granted a perpetual, non-exclusive easement to enter upon the areas of the Common Property containing portions of the Surface Water Management System for the purpose of performing default maintenance, repair and replacement, and eliminating interference with the proper operation, of the portions of the Surface Water Management System located within the Common Property in accordance with the foregoing.

(c) By the Golf Course Property Owner. The Golf Course Property Owner shall operate, maintain, repair and replace, at its expense, the portions of the Master Surface Water Management System located within the Golf Course Property in accordance with the District Permit and the requirements of the District. If and to the extent the Golf Course Property Owner fails to operate, maintain, repair or replace, or otherwise interferes with the proper operation of any portion of the Surface Water Management System located within the Golf Course Property, and such failure continues for a period of thirty (30) days after written notice is delivered to the Golf Course Property Owner by the Association (or such longer period as may be reasonable under the circumstances), then the Association shall have the right (but not the obligation) to enter upon the Golf Course Property and perform the required maintenance, repair or replacement, or to abate the interference. The foregoing is subject to the qualification that, if thirty (30) days advance notice is not feasible due to imminent danger of flooding or damage to person or property, then the Association shall provide advance notice to the Golf Course Property Owner by such means and as far in advance as is reasonable under the circumstances before entering upon the Golf Course Property to perform the required maintenance, repair or replacement, or to abate the interference. In performing work within the Golf Course Property, the Association shall cause the work to be performed expeditiously and in such manner as to minimize interference with or disruption of the use and enjoyment of the Golf Course Property and the improvements, operations and activities therein by the Golf Course Property Owner and its members, invitees and guests. The costs incurred by the Association to perform work within the Golf Course Property, together with interest thereon at ten percent (10%) per annum from the date incurred to the date repaid, and Enforcement Costs, shall be paid to the Association by the Golf Course Property Owner upon demand. The Association shall have all rights and remedies available under Florida law to enforce the obligations of the Golf Course Property Owner to the Association to maintain, repair and replace the portions of the Surface Water Management System located within the Golf Course Property. The Association is hereby granted a perpetual, non-exclusive easement to enter upon the areas of the Golf Course Property containing portions of the Surface Water Management System for the purpose of performing default maintenance, repair and replacement, and eliminating interference with the proper operation, of the portions of the Surface Water Management System located within the Golf Course Property in accordance with the foregoing. Upon the request of the Golf Course Property Owner at any time, the Association shall enter into an agreement with the Golf Course Property Owner, in recordable form, that refers to this provision and specifically identifies by specific legal description the portions of the Golf Course Property affected by the easement herein granted to the Association. Neither such agreement nor any amendment to such agreement shall ever require amendment of this Declaration. The Golf Course Property Owner joins in this Declaration for the purpose of acknowledging the terms of this subsection and granting and conveying the easement described herein.

(d) **By the County.** It is contemplated that the County will operate, maintain, repair and replace the portions of the Master Surface Water Management System located within the portions of the Property that are either dedicated in fee simple to the County or over which the County is granted drainage easements and assumes maintenance responsibility and that such operation, maintenance, repair and replacement will be funded through an MSTU. If an MSTU is used, it is contemplated that the expenses so incurred through the MSTU will be billed back to the Owners through their annual tax bills from the County. If any maintenance, repair or replacement is provided through an MSTU, the Association, at Common Expense, or the Golf Course Property Owner, at its expense, shall be entitled (but not obligated) to provide a higher level of maintenance, repair or replacement not inconsistent with the District Permit or the requirements of the District or the County. The County shall also have the right to enter upon the areas of the Common Property and the Golf Course Property containing portions of the Master Surface Water Management System to perform required maintenance, repair or replacement of, or to abate interference with, the Master Surface Water Management System in the event the Association or the Golf Course Property Owner, as applicable, fails to do so within a reasonable time after written notice from the County.

## **ARTICLE IX**

### **GOLF COURSE PROPERTY**

**Section 9.1. Ownership, Operation and Use.** All Persons, including but not limited to all Owners, are hereby advised that no representations or warranties, either written or oral, have been or are made by Declarant or any other Person with regard to the nature or size of improvements to, or the continuing ownership or operation of the Golf Course Property, or with regard to the present or future ownership, operation or use of the Golf Course Property or the improvements from time to time located thereon. The ownership and/or operation of the Golf Course may change at any time and from time to time by virtue of, but without limitation, (a) the sale to or assumption of operations of the Golf Course Property by an independent Person; or (b) the conversion of the Ownership and/or operating structure of the Golf Course Property to an "equity" club, or similar arrangement whereby the Golf Course Property or the rights to operate it are transferred to an entity which is owned or controlled by its members. No consent of the Association or any Owner will be required to effectuate such transfer or conversion. The Golf Course Property may be used for any purpose, including but not limited to a public golf course with associated clubhouse, recreational and commercial facilities and activities. The ownership, operation and use of the Golf Course Property and the improvements from time to time located thereon may be changed or discontinued at any time and from time to time, and none of Declarant, the Association or the Golf Course Property Owner shall have any liability for any such changes or discontinuation. The Golf Course Property is not, and will not be, part of the Property or the Common Property, is not currently owned or managed by Declarant, and is and will be operated independently of the Property. Notwithstanding anything in this Declaration that might be interpreted to the contrary, the Golf Course Property Owner is not an agent, actual or apparent, of Declarant, nor is Declarant an agent, actual or apparent, of the Golf Course Property Owner.

**Section 9.2. No Entitlement.** Notwithstanding anything to the contrary which might be expressed in or be implied from the Governing Documents, neither the ownership of any Lot or Unit nor membership in the Association creates, grants or conveys any right, license or

easement, whether prescriptive or otherwise, to use or to continue to use the Golf Course Property or the improvements or facilities from time to time located thereon. No Owner shall have any right to trespass on or over any part of the Golf Course Property or to use the Golf Course Property in any manner whatsoever except with the consent of the Golf Course Property Owner, which consent may be granted, denied or withdrawn in the sole and absolute discretion of the Golf Course Property Owner and, and which consent may be predicated on such terms, conditions and rules enacted from time to time by the Golf Course Property Owner, and which consent may be subject to any fees and charges imposed from time to time by the Golf Course Property Owner, and subject to availability. By way of example, but not in limitation of the foregoing, the Golf Course Property Owner shall have the right to approve and disapprove users and determine eligibility for use, to reserve use rights, to terminate any or all use rights, to change, eliminate or cease operation of any or all of the facilities, to transfer any or all of the Golf Course Property or the operation thereof to anyone (including without limitation a member-owned or equity club) and on any terms, to limit the availability of use privileges, and to require the payment of a purchase price, membership contribution, initiation fee, membership deposit, dues, use charges and other charges for use privileges.

**Section 9.3. View Impairment.** Neither Declarant nor the Association guarantees or represents that any view over and across the Golf Course Property or the golf course features located therein from adjacent Lots or Units will be preserved without impairment. The Golf Course Property Owner will have no obligation to prune or thin trees or other landscaping and will have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Course Property from time to time. In addition, the Golf Course Property Owner, in its sole and absolute discretion, may add to, remove or change the location, configuration, size, type, number and elevation of the trees, bunkers, fairways, greens, buildings and other improvements on the Golf Course Property at any time and from time to time. Any such additions or changes to the Golf Course may affect the view of the Golf Course from the Lots or Units.

**Section 9.4. Adverse Impacts.** THERE IS A PUBLIC GOLF COURSE RUNNING THROUGH, BUT NOT A PART OF, THE PROPERTY. OWNERS CAN EXPECT AND HEREBY CONSENT TO AND RELEASE DECLARANT, THE ASSOCIATION AND THE GOLF COURSE PROPERTY OWNER FROM ANY PRESENT AND FUTURE CLAIMS FOR NOISE, DISTURBANCE AND ERRANT GOLF BALLS AND GOLF CLUBS CREATED BY, AND INCIDENTAL TO, THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF A GOLF COURSE OR OTHERWISE ARISING OUT OF THE OPERATION OF THE GOLF COURSE PROPERTY AS A PUBLIC ACCOMMODATION ACCESSIBLE THROUGH, INTERTWINED WITH AND CONTIGUOUS TO THE PROPERTY.

**Section 9.5. Easement for Recovery of Golf Balls.** There is hereby created, reserved and declared to exist for the benefit of Declarant and the owner and operator from time to time of the Golf Course Property, and their respective officers, agents, employees, contractors, members, tenants, licensees, invitees and guests, a non-exclusive easement for ingress and egress, to, from, over and upon all portions of the Property, including but not limited to all Lots, Units and Common Property, for the purpose of allowing golf balls to travel over, into, and to come to rest upon and be retrieved from, any and all portions of the Property and for golfers, caddies and other persons to come upon all Common Property and all Lots and Units in the Property (outside

of the Residences and any areas enclosed by fences or walls approved by the ARB and, if required by Section 10.17, by the owner of the Golf Course Property) for the limited purpose of retrieving (but not striking) errant golf balls and golf clubs.

**Section 9.6. Assumption of Risk and Limitation on Liability.** It shall be deemed conclusively that, by accepting a deed to a Lot, Unit or Common Property, the Association and each Owner assumes for the Association and each Owner and its, his or her respective family members, officers, agents, employees, contractors, members, tenants, licensees, invitees and guests, all risk of discomfort, annoyance, personal injury, death, loss of or damage to property, diminution in value of property, loss of enjoyment or any other alleged wrong based upon, caused by, due to, arising from or otherwise related to or occasioned by the existence, operation, management, maintenance, repair, replacement or use (or the lack of any of the foregoing) of the Golf Course Property and the improvements from time to time located thereon, including but not limited to: (a) noise, fumes, over-spray, vibration, traffic and other potential adverse effects generated by construction, maintenance, repair and replacement activities, vehicles, equipment and personnel within the Golf Course Property (it being specifically understood that maintenance regularly occurs beginning at or before sunrise and continuing until sunset or beyond, seven days a week), such as but not limited to golf carts, automobiles, vans, trucks, delivery and maintenance vehicles, sprinklers and power mowers, edgers, trimmers, chain saws and ball retrieval equipment; (b) noise and other potential adverse effects resulting from golfing, tennis and other sports, recreational and social activities, events and competitions and by the participants, spectators and support personnel and equipment associated therewith; (d) lawful use of pesticides, herbicides, fertilizers and pre-treated effluent from a wastewater treatment facility; (e) view restrictions caused by maturation of trees and shrubbery; (f) reduction in privacy caused by constant golf traffic and construction, maintenance and repair activities on the Golf Course Property; (g) the design characteristics of the golf course on the Golf Course Property; (h) golf balls and golf clubs which travel beyond the boundaries of the Golf Course Property; and (i) use of the streets within or serving the Property for ingress to and egress from the Golf Course Property. For the purposes of the foregoing, "Golf Course Property" shall include any and all easements serving the Golf Course Property.

Each of Declarant, the Association, the owner or operator of the Golf Course Property, each holder of a mortgage on the First Development Phase, the lands described in Exhibit "A" or the Golf Course Property, and their respective officers, agents, employees, contractors, members, tenants, licensees, invitees, guests, successors and assigns, are hereby and shall remain at all times released, held harmless and exonerated from all liability or responsibility whatsoever for any claim, loss or damage, including, without limitation, indirect, special or consequential loss or damage or claim, arising in whole or in part from any discomfort, annoyance, personal injury, death, trespass, loss of or damage to property, diminution in value of property, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, caused by, due to, arising from or otherwise related to or occasioned by the existence, operation, management, maintenance, repair, replacement or use (or the lack of any of the foregoing) of the Golf Course Property and the improvements from time to time located thereon. The foregoing covenant and agreement to release, hold harmless and exonerate shall include specifically, without limitation, all claims and causes of action for discomfort, annoyance, personal injury, death, loss of or damage to property, diminution in value of property, loss of enjoyment or any other alleged wrong or entitlement to remedy arising out of, resulting from or caused by any golf ball or golf

club which travels beyond the boundaries of the Golf Course Property. Each Owner hereby agrees to indemnify, hold harmless and defend Declarant, Association, the owner and operator of the Golf Course Property, each holder of a mortgage on the First Development Phase, the lands described on Exhibit "A" or the Golf Course Property, and their respective officers, agents, employees, contractors, members, tenants, licensees, invitees, guests, successors and assigns, against all claims by that Owner's respective family members, officers, agents, employees, contractors, members, tenants, licensees, invitees, guests and mortgagees as to matters covered by this Section. In addition, the travel into, entry within and coming to rest over, upon or within any portion of the Property by golf balls or golf clubs shall not be deemed to be or constitute a nuisance or hazard to the health, safety or welfare of Declarant, the Association, the Owners, or their respective family members, officers, agents, employees, contractors, members, tenants, licensees, invitees, guests or mortgagees, and no injunctive relief or damages therefor shall be recoverable by any party or granted by any court. Nothing in this provision shall be deemed to preclude an injured party from pursuing any remedy available against the person who strikes a golf ball or swings a golf club which causes loss of or damage to property, personal injury or death.

**Section 9.7. Golf Cart Path Easements.** There is hereby created, reserved and declared to exist for the benefit of Declarant and the owner or operator from time to time of the Golf Course Property and their respective officers, agents, employees, contractors, members, tenants, licensees, invitees and guests a non-exclusive golf cart path easement over and upon all golf cart path easement areas specifically identified and shown on the plats of the Property, together with a nonexclusive easement and license unto such benefited parties to enter upon such golf cart path easement areas for the purpose of constructing, installing, inspecting, maintaining, repairing or replacing from time to time paved golf cart paths and for ingress, egress and passage on foot and by way of, and for the use and operation thereon of, electric or other powered golf carts. All vehicles traveling on the roads within the Property shall yield to golf carts at crossings where golf cart path easements intersect with said roads.

The Golf Course Property Owner, its employees and agents, will have non-exclusive easements over the Common Property and the Lots and Units for ingress and egress, utilities and such other purposes as may be reasonably necessary or convenient to the establishment, operation, maintenance, repair and replacement of the Golf Course Property. The Golf Course Property Owner, members (regardless of whether such members are Owners hereunder), if any, of the Golf Course Property, their guests and invitees, such other guests or customers having a right to use the Golf Course Property, and the employees, agents, contractors and designees of the Golf Course Property will at all times have a right and non-exclusive easement of access and use over the Common Property and the Lots and Units for purposes commonly associated with playing the game of golf on the Golf Course Property. Said easement includes, but is not be limited to, allowing the flight of golf balls over and above the Common Property, Lots and Units, the use of equipment on the Golf Course Property, noise levels created by the playing of the game of golf, and permitting golf balls unintentionally to come upon such Common Property, Lots or Units and for golfers at reasonable times and in a reasonable manner to come upon the Common Property or portions of a Lot or Unit to retrieve errant golf balls.

UNDER NO CIRCUMSTANCES WILL ANY OF THE FOLLOWING PERSONS BE HELD  
LIABLE FOR ANY DAMAGE OR INJURY RESULTING FROM ERRANT GOLF BALLS

OR GOLF CLUBS OR THE EXERCISE OF THE EASEMENTS DESCRIBED IN THIS ARTICLE: DECLARANT, AND ANY SHAREHOLDER, OFFICER, DIRECTOR OR EMPLOYEE OF DECLARANT; THE ASSOCIATION, AND ANY OFFICER, DIRECTOR, EMPLOYEE OR MEMBER OF THE BOARD; THE MEMBERS (IN THEIR CAPACITY AS SUCH); THE GOLF COURSE PROPERTY OWNER AND ANY OFFICERS, DIRECTORS OR EMPLOYEES OF THE GOLF COURSE PROPERTY OWNER; OR ANY ORGANIZER OR SPONSOR OF ANY TOURNAMENT OR SPECIAL EVENT.

The Association will not exercise its authority over the Common Property to frustrate the rights of the Golf Course Property Owner or its members, guests, invitees, employees or contractors.

(a) The Golf Course Property Owner and its agents will have a perpetual non-exclusive easement over all portions of the Property (including but not limited to Lots, Units and Common Property) lying within ten feet (10') of any Golf Course boundary line for the purposes of maintaining a natural buffer area between golf and residential uses, facilitating play on the Golf Course Property, construction and maintenance of golf cart paths, landscaping, irrigating and maintaining the Golf Course Property, and providing for the retrieval of errant golf balls and golf clubs. No construction or improvement of any type, by the Owner, other than underground improvements, will be permitted within such easement area. No plantings, hedges, trees or foliage may be installed or removed from this easement area without specific written prior approval of the Golf Course Property Owner. The Golf Course Property Owner shall not be liable for any loss or damage caused by falling trees or limbs within or extending from this easement area.

(b) Those portions of the Property immediately adjacent to the Golf Course Property are hereby burdened with a non-exclusive easement in favor of the Golf Course Property for over-spray of water from the irrigation system serving the Golf Course Property. Under no circumstances will Declarant, the Association or the Golf Course Property Owner be held liable for any damage or injury resulting from such over-spray or the exercise of this easement.

(c) The Golf Course Property Owner, its agents and contractors will have a perpetual, exclusive easement of access over the Common Property for the purpose of retrieving golf balls and golf clubs from bodies of water within the Common Property.

(d) The Golf Course Property Owner, its agents and contractors will have a perpetual non-exclusive easement over the Common Property for the installation, operation, maintenance, repair, replacement, monitoring and controlling of irrigation systems and equipment, including, without limitation, wells, pumps and pipelines, utility lines, wires and drainage pipelines serving all or portions of the Golf Course Property.

(e) The Property is hereby burdened with easements in favor of the Golf Course Property for natural drainage of stormwater runoff from the Golf Course Property in accordance with the Master Surface Water Management System and District Permit.

(f) Declarant hereby reserves for itself, its successors and assigns, and may assign to the Golf Course Property Owner, an easement to draw water from bodies of water within the Common Property for purposes of irrigation of the Golf Course and for access to and the right to enter upon the Common Property for installation and maintenance of any irrigation systems.

**Section 9.8. Agreements Between Association and Golf Club Property Owner.** If mutually desired by the Board and the Golf Course Property Owner, the Association and the Golf Course Property Owner may enter into any contract or covenant to share or allocate between them any responsibility or cost to operate, maintain, repair, replace or insure any area or improvement in the Property or the Golf Course Property, but nothing herein shall be construed to obligate either the Association or the Golf Course Property Owner to enter into any such agreement or covenant.

**Section 9.9. Enforcement by the Golf Course Property Owner.** The Golf Course Property Owner shall have the right to enforce the provisions of this Declaration that benefit the Golf Course Property or the Golf Course Property Owner. The Golf Course Property Owner shall have all remedies available in equity and at law in Florida for such enforcement, including but not limited to suits for injunctive relief and damages, and the prevailing party shall be entitled to recover its Enforcement Costs.

**Section 9.10. Right of Notice and Attendance.** The Association shall provide to the Golf Course Property Owner, concurrently with and by the same means as the notices are provided to the Members, notices of all meetings of the Board or the Members of the Association. The Golf Course Property Owner shall have the right (but not the obligation) to have representatives attend and speak at any meetings of the Members and any meetings of the Board that are open to the Members. The Golf Course Property Owner shall not have the right to vote at any such meetings.

## **ARTICLE X**

### **AFFIRMATIVE AND RESTRICTIVE COVENANTS**

The Property shall be subject to the following covenants, conditions, restrictions and reservations which shall bind all Owners and their respective Lot, Unit, tenants, invitees and guests:

**Section 10.1. Obnoxious or Offensive Activity.** No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to the Owners or their tenants, invitees or guests, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Unit or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residence: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.



**Section 10.2. Rules and Regulations.** Reasonable rules and regulations may be promulgated by the Board, after notice and hearing, as to the use and enjoyment of the Property and shall be observed by the Owners and occupants of the Property. The rules and regulations may include, for example and not by way of limitation, the hours during which the park and recreational facilities in Tract Q, according to the plat of NORTH SHORE AT LAKE HART PARCEL 4, recorded or to be recorded in the public records of the County will be closed to access. No rule or regulation of the Association shall apply to Declarant unless and until approved in writing by Declarant. No rule or regulation of the Association shall apply to the Golf Course Property, the rights of access thereto or in conflict with the rights of the Golf Course Property Owner under this Declaration.

**Section 10.3. Animals.** Birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organisms (collectively, "Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. Animals shall be sheltered inside the Residences. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside and shall not be permitted to run loose. No Animals shall be permitted to remain on the Property if it or they disturb the tranquility of the Property or the Owners or tenants thereof, if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

**Section 10.4. Garbage and Trash.** No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed containers approved by the ARB. All such containers must be stored within each Residence or concealed by means of a wall or enclosure approved by the ARB.

**Section 10.5. Exterior Equipment.** All exterior air conditioning equipment, water treatment systems, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other mechanical fixtures and equipment, all wood piles, and all exterior fuel tanks and other storage receptacles, shall be installed only within approved accessory buildings or screened areas so as not to be visible from any street or from any other Lot or Unit, and they shall also comply with any additional standards established from time to time by the ARB and applicable law. Window air conditioning units are prohibited. No wall-mounted air conditioning equipment will be permitted unless first approved by the ARB.

**Section 10.6. Vehicles and Equipment.** No boat, camper, trailer, mobile home, motor home, recreational vehicle, commercial vehicle or equipment, construction vehicle or equipment, freight or delivery vehicle, repair vehicle or equipment or disabled vehicle of any type will be permitted to be parked or stored within the Property except within a garage, with the garage door kept closed, or within any area specifically designated for that purpose by the Declarant or the Association. This prohibition will not apply to temporary parking of prohibited vehicles or equipment while in use for pick-up, delivery, construction, repair or maintenance activities on any Lot or Unit.. This prohibition is also subject to the qualification that Declarant and any residential builder or development contractor authorized by Declarant may erect and maintain temporary structures, staging and storage areas, trailers and mobile vehicles in the Property for the purpose of facilitating development, construction and sale of the Property and Residences therein. No repair of vehicles or equipment will be performed outside the garage on any Lot or

Unit except in an emergency situation. All emergency repairs must be completed within twenty four (24) hours from the time the vehicle or equipment becomes disabled, failing which the disabled vehicle or equipment must be removed from the Property or placed in a garage. Any vehicle or equipment parked or stored in violation of this Declaration or the rules and regulations promulgated by the Association for a period of twenty-four (24) consecutive hours or for forty-eight (48) nonconsecutive hours in any seven (7) day period may be towed by the Association at the expense of the owner of such vehicle or equipment. The Association will not be liable to the owner of such vehicle or equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or equipment to receive any notice of such violation will be grounds for relief of any kind.

**Section 10.7. Visibility of Intersections.** No obstruction to visibility at street intersections shall be permitted; provided that the Association shall not be liable in any manner to any Person, including but not limited to any Owner, tenant, invitee or guest, for any loss or damage to property or person arising from any violation of this section.

**Section 10.8. Flagpoles and Antennas.** No flagpole and no exterior citizens band (CB) or amateur (ham) radio antenna, pole, mast or tower will be permitted unless first approved in writing by the ARB.

**Section 10.9. Temporary Structures.** No building or structure of a temporary or portable character such as sheds, shacks or tents shall be permitted in the Property unless first approved by the ARB. This prohibition is subject to the qualification that Declarant and any residential builder or development contractor authorized by Declarant may erect and maintain temporary structures, staging and storage areas, trailers and mobile vehicles in the Property for the purpose of facilitating development, construction and sale of the Property and Residences therein.

**Section 10.10. Signs.** No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot or Unit without the prior written approval of the ARB; provided, however, one sign containing not more than seven (7) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the Lot or Unit for sale or lease, shall be permitted without prior approval of the ARB. Declarant or the Association may enter upon any Lot or Unit and remove and destroy any sign which violates this section. This section shall not apply to Declarant or to any residential builder doing business in the Property provided that any such builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion.

**Section 10.11. Drainage.** No stormwater drainage from any Lot or Unit shall be permitted to flow into, upon or across the Golf Course Property except as permitted by the District in accordance with the Master Surface Water Management System and District Permit. Unless first approved by the ARB and the District, no Owner other than the Declarant may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot or Unit, Common Property or easement area; nor shall any structure or material be erected, placed or maintained which shall in

any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot or Unit which materially adversely affects the drainage of or to any neighboring Lot, Unit, portion of the Common Property or portion of the Golf Course Property.

**Section 10.12. Subdivision.** No part of the Property shall be further subdivided without the prior written consent of Declarant, for so long as Declarant owns any Lot or Unit, and thereafter by the Board.

**Section 10.13. Completion.** Upon commencement of construction of improvements, alterations or additions on any Lot or Unit, the Owner shall diligently prosecute the work to the end that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot or Unit on which improvements, alterations or additions are being made shall keep the streets and areas adjacent to the Lot or Unit free from damage, dirt, mud, garbage, trash or other debris occasioned by construction.

**Section 10.14. Excavation.** No clearing or excavation shall be made except incident to construction, maintenance or repair of any improvement, alteration or addition; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

**Section 10.15. Sidewalks.** If permitted by the County, then the Owner of each Lot or Unit shall construct, prior to occupancy of the Residence, a sidewalk along each boundary line of the Lot or Unit that abuts a street.

**Section 10.16. Hedges, Walls and Fences.** There shall be no hedge, fence or wall constructed or installed on any Lot, Unit or other portion of the Property unless the height, location, design and component materials are first approved by the ARB in accordance with Article VII of this Declaration. Incidental to the approval of any hedge, fence or wall, the ARB may impose conditions and requirements applicable to such hedge, fence or wall, such as but not limited to a requirement for a landscape buffer on the exterior side of such hedge, fence or wall. In no event shall the ARB approve construction or installation of any fence or wall within any of the following areas: (a) within the Frontage (as defined in Section 10.17(a)) of any Golf Course Lot/Unit (as defined in Section 10.17(a)) unless and until the Owner of that Golf Course Lot/Unit obtains prior written approval of the Plans therefor from the Golf Course Property Owner and (b) between any street or boulevard and a straight line being the extensions of the farthest set back portion of the elevation (whether front, side or rear) of any Residence or Unit facing such street or boulevard to the boundaries of the Lot or Unit. Except around pools and spas, only open picket or wrought iron type fences may be approved by the ARB. Fences must be composed of vinyl, aluminum or wrought iron and painted opaque white or black. No hedge or shrubbery with a height of more than four (4) feet will be permitted upon or along any Lot or Unit boundary line without the prior written approval of the ARB. Additional provisions not in conflict herewith concerning hedges, walls and fences may be included in the Planning Criteria. Notwithstanding anything herein to the contrary, so long as any builders or contractors designated by Declarant maintain any staging, storage or parking areas within the Property, they shall be entitled to hedge, fence or wall off any such area for the term of such use, provided that Declarant's written approval of each such hedge, fence or wall is obtained prior to construction

or installation of the hedge, fence or wall. Hedges, fences and walls constructed or installed by Declarant are exempt from compliance with this Section.

**Section 10.17. Provisions Applicable Only to Golf Course Lots/Units.** The following provisions apply to each and every Lot and Unit which shares one or more common boundaries with the Golf Course Property ("Golf Course Lot/Unit"):

(a) **Additional Approval Requirement.** With the exception of the Residence, swimming pool and pool enclosure, if any, no hedge, planting, fence, wall, structure, building or other temporary or permanent improvement, equipment or decoration (including, but not limited to storage shed, patio, porch, swing set or other yard accessory or play structure) may be constructed, installed or maintained at any point along or within the "Frontage" (as hereinafter defined) of any Golf Course Lot/Unit unless and until the Owner of that Golf Course Lot/Unit obtains prior written approval of the Plans therefor from the Golf Course Property Owner. This approval requirement is in addition to the ARB approval requirements of Article VII. For the purposes of this Section, the word "Frontage" shall mean and refer to each portion of each Golf Course Lot/Unit which lies between the main Residence building on that Golf Course Lot/Unit and any portion of the Golf Course Property. Complete Plans for the proposed improvement, alteration or addition shall be submitted to the Golf Course Property Owner, together with written request for approval. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the Golf Course Property Owner. The approval or disapproval of the Golf Course Property Owner shall be written. Failure of the Golf Course Property Owner to respond in writing to any submission or re-submission of any Plans within said thirty (30) day period shall be deemed to be approval of the Plans as submitted or resubmitted. The Golf Course Property Owner shall be entitled to disapprove the Plans for any improvement, alteration or addition that, in the sole judgment of the Golf Course Property Owner, will have an adverse effect on the Golf Course Property and its intended use, including but not limited to purely aesthetic considerations.

(b) **Signs Adjacent to the Golf Course Property.** No signs shall be placed on or within the Frontage of any Golf Course Lot/Unit.

**Section 10.18. Yard Accessories and Play Structures.** No temporary or permanent basketball hoop or backboard, skateboard or bicycle ramp, or other game or play structure may be placed or installed on any Lot or Unit without the prior written approval of the ARB.

**Section 10.19. Use.** Lots and Units shall be used for residential purposes only; provided, however, this restriction shall not be construed to limit or prohibit model or sales centers or rentals of Residences in the Property. Rentals are permitted without regard to whether rentals might otherwise constitute a commercial use or activity.

**Section 10.20. Leasing.** No Residence may be leased or rented for a term shorter than thirty (30) consecutive days.

**Section 10.21. Pools and Spas.** Swimming pools and spas may not be located in the front or side yard of any Lot or Unit, nor nearer than the Residence to any side street lot line. No above-ground swimming pools or spas are permitted in the Property.

**Section 10.22. Building Standards.**

**(a) Minimum Floor Area.**

(i) North Shore At Lake Hart Parcel 3 - Phase 1. Each Residence located in North Shore At Lake Hart Parcel 3 - Phase 1 shall contain not less than one thousand four hundred (1,400) square feet of enclosed, air conditioned space, exclusive of the garage.

(ii) North Shore At Lake Hart Parcel 4. Each Residence located on Lots 40 through 67, inclusive, of North Shore At Lake Hart Parcel 4 shall contain not less than two thousand eight hundred (2,800) square feet of enclosed, air conditioned space, exclusive of the garage. Each Residence located on any other Lot in North Shore At Lake Hart Parcel 4 shall contain not less than one thousand eight hundred (1,800) square feet of enclosed, air conditioned space, exclusive of the garage.

(iii) North Shore At Lake Hart Parcel 7 - Phase 1. Each Residence located in North Shore At Lake Hart Parcel 7 - Phase 1 shall contain not less than one thousand two hundred (1,200) square feet of enclosed, air conditioned space, exclusive of the garage.

**(b) Height Limitation.** No Residence shall exceed two (2) stories in height.

(c) Roof Color. All roofs on all Lots and Units in the Property, other than Lots 40 through 67, according to the plat of North Shore At Lake Hart Parcel 4, shall be of the same color and shall be of the same type of roofing material as shall be specified by the ARB.

**Section 10.23. Tree Removal and Landscaping.** Except by Declarant, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six feet (6') of the location of the Residence as approved by the ARB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or clearing, other than clearing of underbrush, until the ARB has approved in writing a landscape plan that designates those existing trees to be retained and preserved on the Lot or Unit. Prior to occupancy of the Residence, all of the grounds of each Lot and Unit not covered by building improvements or included within Conservation Areas or approved gardens and natural areas shall be sodded or covered with St. Augustine grass or other grass or ground cover approved by the ARB. All landscaped areas within each Lot and Unit shall be covered by an operational underground sprinkler system.

**Section 10.24. Collection.** All garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot or Unit during the course of construction of the Residence or other approved improvements, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

**Section 10.25. Pumping or Draining.** No Owner of any Lot or Unit which includes or is adjacent to any pond, creek, bay head, or other body of water shall pump or drain water therefrom.

**Section 10.26. Oil, Gas and Minerals.** No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon or in the Property. The operations and activities of Declarant in developing North Shore at Lake Hart and of the Association and any MSTU in operating, maintaining, repairing and replacing the Master Surface Water Management System of the Property are exempt from the provisions of this Section.

**Section 10.27. Declarant Reservation.** Because of its size and dependence upon market conditions, the development of North Shore at Lake Hart will extend for several years. Incident to the development process, the quiet enjoyment of the Property by the Owners, their tenants, invitees and guests may be interfered with by construction and sales operations. The Owners expressly consent to such construction and sales operation and acknowledge, covenant and agree that Declarant and the Association will have no liability for any disturbance to quiet enjoyment by any Owner, tenant, invitee or guest of the Property due to construction and/or sales activities.

Any provision of this Declaration to the contrary notwithstanding, until Declarant has completed all of the contemplated improvements and closed the sales of all of the Lots and Units, neither the Owners nor the Association shall interfere with the completion of Declarant's planned improvements and the sale of the Lots and Units. Declarant may make such lawful use of the unsold Lots and Units, and of the Common Property, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and Units and the display of signs and the use of Lots and Units for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Declarant from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant from any of the following:

(a) Doing on any property owned by Declarant whatever Declarant determines to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models, plans or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining on any property owned or controlled by Declarant such structures as may be reasonably necessary for the conduct of its business of completing development of North Shore at Lake Hart and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Conducting on any property owned or controlled by Declarant, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots and Units therein by sale, lease or otherwise; or

(d) Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Property; or

(e) Maintaining such sign or signs on any property owned or controlled by Declarant as may be necessary or desired in connection with the operation of any Lots and Units owned by Declarant or the sale, lease, marketing or operation of Lots and Units; or

(f) Filing Supplemental Declarations which add or withdraw Additional Property as provided in this Declaration; or

(g) Taking any action which may be required of Declarant by the County or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(h) Modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Property or utilizing any Lots or Units or the Common Property for construction access or staging (provided that same does not impair existing access or utility services to any Lots or Units); or

(i) Causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

**Section 10.28. Mailboxes.** Before occupying a Residence in the Property, the Owner thereof shall install a mailbox of such type, design and decoration, and in such location, as shall hereafter be designated by Declarant or approved by the ARB.

**Section 10.29. Security Bars.** No security bar system may be installed on the exterior of any window or door of any Residence in the Property.

**Section 10.30. Conservation Areas.** Lots or Units may contain or abut Conservation Areas protected by conservation easements. The Common Property includes Conservation Areas. Conservation Areas shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation, with the exception of exotic or nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation; provided, however, the foregoing shall not prohibit restoration in accordance with any restoration plan included in the conservation easement or otherwise permitted by the District. The Association shall accept responsibility for perpetual maintenance of the Conservation Areas (whether preserved, restored or created wetlands or upland buffer zones, and whether located within Lots, Units or tracts or any

combination thereof). For the purposes of the foregoing, exotic vegetation may include Melaleuca, Brazilian Pepper, Australian Pine and Japanese Climbing Fern or any other species listed from time to time by the Florida Exotic Pest Plant Council. Nuisance vegetation may include Cattails, Primrose Willow and Grapevine. The Association shall take action against Owners as necessary to enforce the terms of the conservation easements, the District Permit and any maintenance/monitoring plan from time to time approved by the District. The maintenance/monitoring plan are subject to change based upon the requirements and approval of the District. Changes to the maintenance/monitoring plan approved by the District shall not require amendment of this Declaration. The Association shall be responsible for complying with all mitigation/monitoring (including without limitation water quality monitoring) and financial assurances requirements of the District and the District Permit, all at Common Expense of the Owners. The Owners are responsible for perpetual maintenance of any permanent markers or signs that may be required by the District to be installed at the edges of the Conservation Areas to inform of the conservation status of the protected areas, which maintenance also may be carried out to the greatest degree lawful by the Association. All of the responsibilities of the Association with regard to the Master Surface Water Management System, the conservation easements and the District Permit shall be performed by the Association as Common Expenses to be funded by Assessments to be levied, collected and enforced by the Association pursuant to Article VI. The foregoing is subject to the limitation that the Association shall not be responsible for compliance with the portion of any mitigation/monitoring plan or the District Permit applicable to the Golf Course Property.

**Section 10.31. Use of the Words "North Shore at Lake Hart".** No Person may use the words "North Shore at Lake Hart" or any derivative in any printed or promotional material without Declarant's prior written consent. However Owners may use the words "North Shore at Lake Hart" in printed or promotional matter where such terms are used solely to specify that particular property which is located within North Shore at Lake Hart and the Association will be entitled to use the words "North Shore at Lake Hart" in its name.

**Section 10.32. Variances.** The Board of Directors of the Association shall have the right and power to grant variances from the provisions of this Article and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article in any instance in which such variance is not granted.

## ARTICLE XI ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lot or Unit, and thereafter without the prior written approval of the Board.

## ARTICLE XII AMENDMENT

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (a) by executing a written instrument in





recordable form setting forth such amendment, or (b) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the public records of the County. A proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution, among the public records of the County.

### ARTICLE XIII THIRD PARTY APPROVAL RIGHTS

Section 13.1. HUD, FHA or VA. Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class B membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of this Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Residences in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, amendment or dissolution, then the required consent or approval shall be obtained.

Section 13.2. District. Any amendment to this Declaration which alters the Master Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance, repair or replacement of the Master Surface Water Management System for the Property.

Section 13.3. Golf Course Property. In recognition of the fact that several of the provisions of this Declaration benefit the Golf Course Property or the Golf Course Property Owner, no amendment in derogation of any rights reserved or granted to the Golf Course Property or the Golf Course Property Owner by this Declaration, including but not limited to Section 4.5, Section 6.1(d), 8.5, Article IX, Section 10.2, Section 10.11, Section 10.17 or this Section 13.3, may be made without the prior written consent of the Golf Course Property Owner.

## ARTICLE XIV ENFORCEMENT

**Section 14.1. Compliance by Owners.** Every Owner and all tenants, guests and invitees of each Owner shall comply with the Governing Documents.

**Section 14.2. Enforcement.** If any Owner, tenant, invitee, guest or other Person violates the Governing Documents, the Association shall be entitled to levy a fine pursuant to Section 14.4 below, and, in addition, Declarant, any Owner, or the Association shall be entitled to prosecute proceedings in any court of competent jurisdiction for any and all remedies and relief available at law and equity for the redress of such violation, including but not limited to recovery of damages and to enjoin the violation. In addition, whenever there is installed or constructed on any Lot or Unit any improvement, alteration or addition in violation of the Governing Documents, or any thing or condition exists on any Lot or Unit in violation of the Governing Documents, Declarant or the Association (but not any other Owner) shall have the right, but not the obligation, to enter upon the Lot or Unit where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such Lot or Unit, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or Association, or the directors, officers, employees, agents or contractors of either, liable for any damages or trespass on account thereof. The remedies recited in this Section shall be cumulative of all other legal and equitable remedies now or hereafter provided by law or the Governing Documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of Declarant, the Association, or any Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in the Governing Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

**Section 14.3. Enforcement by District.** The District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Master Surface Water Management System.

**Section 14.4. Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, licensees, invitees and guests to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board of Directors at which time the Owner shall present reasons why a fine(s) should not be imposed. At least six (6) days' notice of such meeting shall be given.

(b) **Hearing.** The alleged non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why a fine(s) should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not

later than twenty-one (21) days after the Board of Director's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts. The Board of Directors (if its or such panel's findings are made against the Owner) may impose Special Assessments against the Lot or Unit owned by the Owner as follows:

(i) For each violation, a fine not exceeding One Hundred Dollars (\$100.00).

(ii) For a violation or violations which are of a continuing nature after notice thereof (even if in the first instance), a fine not exceeding One Thousand Dollars (\$1,000.00).

(d) Payment and Collection of Fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth elsewhere in this Declaration.

(e) Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

#### ARTICLE XV DAMAGE OR DESTRUCTION TO COMMON PROPERTY

Damage to or destruction of all or any portion of the Common Property shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

Section 15.1. Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Property, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Property to be repaired and reconstructed substantially as it previously existed.

Section 15.2. Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Property, then the Association shall cause such portions for the Common Property to be repaired and reconstructed substantially as they previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners in accordance with the provisions of Article VI of this Declaration.

Section 15.3. Negligence or Willful Misconduct. Each Owner shall be liable to the Association for the cost to repair any damage to the Common Property not fully covered by

collected insurance which may be sustained by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests or invitees. The sums due from an Owner hereunder shall be an Individual Assessment against the Owner and that Owner's Lot or Unit and may be collected as provided elsewhere in this Declaration for the collection of Individual Assessments.

## **ARTICLE XVI**

### **MORTGAGEE PROTECTION**

**Section 16.1. Records and Notices.** The Association shall make available to all Owners and to all holders of mortgages on Lots and Units, and to insurers and guarantors of any first mortgage, for inspection, upon request, during normal business hours or under other reasonable circumstances, current copies of the Governing Documents (with all amendments) and the books and records of the Association (including the budget). Such Persons shall be entitled, upon prior written request, (i) to receive a copy of the Association's financial statement for the immediately preceding fiscal year, (ii) to receive notices of and attend Association meetings, (iii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under the Governing Documents, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the mortgagee, insurer and/or guarantor has an interest, by virtue of the mortgage, in the Lot or Unit owned by the defaulting Owner, and (iv) to receive notice of any substantial damage or loss to the Common Property.

**Section 16.2. Adverse Events.** Any holder, insurer or guarantor of a mortgage on a Lot or Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Property, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot or Unit, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**Section 16.3. Taxes and Other Charges.** After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot or Unit shall have the right to pay, singly or jointly, taxes or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Property, and to receive prompt reimbursement from the Association.

**Section 16.4. Insurance Premiums.** After thirty (30) days written notice to the Association, any holder, insurer or guarantor of a mortgage on a Lot or Unit shall have the right to pay, singly or jointly, any overdue premiums on any hazard insurance policy covering the Common Property or obtain, singly or jointly, new hazard insurance coverage on the Common Property upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

**ARTICLE XVII**  
**DURATION AND TERMINATION**

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the public records, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and Units and agreeing to terminate this Declaration is recorded in the Public Records of the County.

**ARTICLE XVIII**  
**GENERAL PROVISIONS**

**Section 18.1. Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

**Section 18.2. Enforcement.** Without limiting the generality of Article XIV or of Section 9.9, enforcement of the Governing Documents shall be accomplished by any proceeding at law or in equity against any Person or Persons violating any term or provision of the Governing Documents, for any remedy permitted under Florida law, including but not limited to injunction to restrain the violation or suit to recover damages, and against the Lots and Units to enforce any lien created by the Governing Documents; and failure to enforce any term or provision of the Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

**Section 18.3. Interpretation.** The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

**Section 18.4. Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

**Section 18.5. Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of the County.

**Section 18.6. Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association and said Articles shall take precedence over the Bylaws and any rules hereinafter promulgated.

**Section 18.7. Cooperation.** Each Owner, by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

**Section 18.8. Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

**Section 18.9. No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Property to the public, or for any public use.

**Section 18.10. Constructive Notice and Acceptance.** Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot or Unit, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained herein, whether or not any reference hereto is contained in the instrument by which such person acquired an interest in such Lot or Unit.

## ARTICLE XIX DISCLAIMERS

**Section 19.1. Disclaimer of Representations or Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

**Section 19.2. General.** Notwithstanding anything contained herein or in the Articles, bylaws and rules and regulations of the Association or any other document governing or binding the Association, Declarant or the Property (collectively, the "constituent documents"), neither the Association nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the County or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for such reason.


Each Owner (by virtue of his acceptance of title to its, his or her Lot or Unit) and each other person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association or Declarant and arising from or connected with any matter for which the liability of the Association or Declarant has been disclaimed in this Article or in this Declaration generally.

As used in this Article, the words "Association" and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors (including without limitation management companies), and successors and assigns of each.


IN WITNESS WHEREOF, Declarant has executed this Declaration on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

LAKE HART, INC., a Florida corporation

  
Signature of witness  
Print Name: SHIRLEY PERREAULT


By:   
Robert L. Secrist, III, President

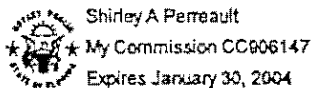
  
Signature of witness  
Print Name: PETER J. FIDES, II

STATE OF FLORIDA       )  
                                      )  
COUNTY OF ORANGE    )       ss:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2001, by Robert L. Secrist, III, the President of Lake Hart, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Notary Seal:

  
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION OF LANDS SUBJECT TO

POTENTIAL ANNEXATION AS ADDITIONAL PROPERTY

LAKE HART

A parcel of land lying in Sections 8, 9, 10, 15, 16, 17 & 21, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 9, said southwest corner being S 89°44'03" E, 2637.96 feet from the northwest corner of the Northeast 1/4 of said Section 17; thence run N 00°29'22" E, along the west line of said Section 9, a distance of 1009.33 feet for the *POINT OF BEGINNING*; said point being on the southerly line of Parcel 8C of the Orlando Utilities Commission right-of-way as recorded in Official Records Book 1491, Page 539 of the Public Records of Orange County, Florida; thence run N 65°22'20" E, along the south line of said Parcel 8C, a distance of 1904.06 feet; thence run N 57°16'06" E, along said south line of Parcel 8C, a distance of 1580.25 feet to the northeasternmost corner of said Parcel 8C, said point also being on the south right-of-way line of Moss Park Road as recorded in Official Records Book 1332, Page 793 and Official Records Book 1366, Page 586 of the Public Records of Orange County, Florida; thence run along the south right-of-way line of Moss Park Road, the following three (3) courses and distances; run S 89°49'15" E, a distance of 1160.49 feet to the point of curvature of a curve, concave southeasterly, having a radius of 199.11 feet and a central angle of 66°40'45"; thence run southeasterly, along the arc of said curve, a distance of 231.72 feet to the point of tangency thereof; thence run S 23°08'30" E, a distance of 1277.11 feet to a point on the north line of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence, departing said westerly right-of-way line of Moss Park Road, run S 89°29'08" W, along the north line of the Southeast 1/4 of the Southeast 1/4 of said Section 9, a distance of 892.42 feet to the northeast corner of the Southwest 1/4 of the Southeast 1/4 of said Section 9; thence run S 01°23'29" W, along the east line of the Southwest 1/4 of the Southeast 1/4 of said Section 9, a distance of 1354.16 feet to the southeast corner of said Southwest 1/4 of the Southeast 1/4 of Section 9; thence run N 88°47'40" E, along the south line of the Southeast 1/4 of the Southeast 1/4 of said Section 9, a distance of 1332.57 feet to the southeast corner of said Section 9; thence run N 01°18'48" E, along the east line of the Southeast 1/4 of the Southeast 1/4 of said Section 9, a distance of 362.12 feet to a point on said westerly right-of-way line of Moss Park Road; thence run S 23°08'10" E, along said westerly right-of-way line, a distance of 1268.48 feet; thence run S 66°52'47" W, a distance of 1724.98 feet to a point lying 1,100.00 feet (when measured at right angles to) of the east line of the Northeast 1/4 of said Section 16; thence run S 00°46'11" E, along a line lying 1,100.00 feet west of and parallel to the east line of the Northeast 1/4 of said Section 16, a distance of 3815.19 feet to a point on the south line of said Section 16; thence run N 89°01'14" W, along the south line thereof, a distance of 296.49 feet; thence run S 01°41'48" W, a distance of 1320.00 feet; thence run N 89°01'14" W, a distance of 1396.84 feet; thence run W 89°39'41" W, a distance of 1282.65 feet to a point on the west line of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence run N 00°07'08" E, along the west line of the Northeast 1/4 of the Northwest 1/4 of said Section 21, a distance of 1320.00 feet to the Northwest corner of said Northeast 1/4 of the Northwest 1/4 of Section 21; thence run N 89°38'45" W, along the south line of said Section

16, a distance of 1289.00 feet to a point on the apparent easterly right-of-way line of Kirby-Smith Road, an unrecorded dirt travelway; thence run along the apparent east and north right-of-way line the following seven (7) courses and distances; run N 00°38'40" E, a distance of 561.54 feet to the point of curvature of a curve, concave southwesterly, having a radius of 1280.00 feet and a central angle of 17°30'50"; thence run northwesterly, along the arc of said curve, a distance of 391.26 feet to the point of tangency thereof; thence run N 16°52'10" W, a distance of 373.60 feet to the point of curvature of a curve, concave southwesterly, having a radius of 1360.00 feet and a central angle of 22°44'15"; thence run northwesterly, along the arc of said curve, a distance of 539.71 feet to the point of tangency thereof; thence run N 39°36'25" W, a distance of 821.37 feet to the point of curvature of a curve, concave southwesterly, having a radius of 685.00 feet and a central angle of 50°41'01"; thence run westerly, along the arc of said curve, a distance of 605.95 feet to the point of tangency thereof; said point being on the East-West center section line of said Section 17; thence run S 89°42'33" W, along said East-West center section line of Section 17, a distance of 1593.37 feet to a point on the east line of the East 150 feet of the West 250.00 feet of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 17; thence run N 00°23'26" E, along the east line thereof, a distance of 1385.09 feet to a point on the boundary of the Eastern Beltway Limited Access Right-of-Way Parcel Number 45-502 as recorded in Official Records Book 4275, Page 2484 of the Public Records of Orange County, Florida; thence run the following six (6) courses and distances along the boundary of said Eastern Beltway Limited Access Right-of-Way Parcel Number 45-502; thence run N 57°18'30" E, a distance of 244.42 feet; thence run N 59°35'56" E, a distance of 154.68 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 7789.55 feet and a central angle of 02°00'00"; thence run Northeasterly, along the arc of said curve, a distance of 271.91 feet to the point of compound curvature with a curve, concave Northwesterly, having a radius of 5879.58 feet and a central angle of 12°49'16"; thence run Northeasterly, along the arc of said curve, a distance of 1315.68 feet to the point of tangency thereof; thence run N 45°33'45" E, a distance of 531.72 feet; thence run N 38°30'41" E, a distance of 276.09 feet to a point on the South line of Parcel 8C of the Orlando Utilities Commission right-of-way as recorded in Official Records Book 3491, Page 539 of the Public Records of Orange County, Florida; thence run N 65°22'20" E, along said South right-of-way line of Parcel 8C, a distance of 902.77 feet to the *POINT OF BEGINNING*.

Containing a total of 1029.05 acres, more or less.

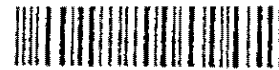
LESS AND EXCEPT THE FIRST DEVELOPMENT PHASE DESCRIBED ON EXHIBIT "E" ATTACHED TO THIS DECLARATION.

AND ALSO LESS AND EXCEPT THE GOLF COURSE PROPERTY DESCRIBED ON EXHIBIT "F" ATTACHED TO THIS DECLARATION.

AND ALSO LESS AND EXCEPT THE SCHOOL SITE DESCRIBED AS FOLLOWS.

A parcel of land lying in Sections 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northwest corner of the Southeast 1/4 of the Southeast 1/4 of said Section 9; thence run S 01°22'53" W, a distance of 77.19 feet; thence run N 88°37'07" W, a distance of



353.09 feet for the POINT OF BEGINNING; thence run S 30°10'28" E, a distance of 80.63 feet; thence run S 19°16'06" E, a distance of 81.13 feet; thence run S 66°08'18" E, a distance of 71.49 feet; thence run S 24°22'15" E, a distance of 61.46 feet; thence run S 40°51'05" E, a distance of 53.09 feet; thence run S 03°45'21" W, a distance of 48.88 feet; thence run S 17°48'24" W, a distance of 50.93 feet; thence run S 83°23'14" E, a distance of 59.49 feet; thence run S 06°48'01" E, a distance of 56.59 feet; thence run S 82°03'49" W, a distance of 113.92 feet; thence run S 05°39'19" E, a distance of 53.27 feet; thence run S 23°19'16" E, a distance of 99.59 feet; thence run S 29°57'21" E, a distance of 69.99 feet; thence run S 52°58'33" E, a distance of 91.34 feet; thence run S 02°53'52" E, a distance of 87.85 feet; thence run S 68°48'48" W, a distance of 35.96 feet; thence run N 87°38'48" W, a distance of 84.56 feet; thence run N 70°03'00" W, a distance of 105.44 feet; thence run N 48°12'41" W, a distance of 45.96 feet; thence run N 40°56'47" W, a distance of 76.75 feet; thence run S 84°07'16" W, a distance of 55.00 feet; thence run S 70°11'01" W, a distance of 81.65 feet; thence run S 81°16'55" W, a distance of 72.27 feet; thence run S 14°05'13" W, a distance of 74.63 feet; thence run S 42°54'14" W, a distance of 56.30 feet; thence run N 80°41'32" W, a distance of 80.11 feet; thence run S 37°43'33" W, a distance of 63.21 feet; thence run S 47°17'45" W, a distance of 29.02 feet; thence run N 41°34'33" W, a distance of 526.49 feet; thence run N 51°15'18" E, a distance of 47.34 feet; thence run N 31°19'28" E, a distance of 84.97 feet; thence run N 04°15'01" E, a distance of 49.73 feet; thence run N 60°43'56" W, a distance of 38.30 feet; thence run N 44°22'04" W, a distance of 49.15 feet; thence run N 52°59'12" W, a distance of 72.45 feet; thence run N 79°20'50" W, a distance of 65.79 feet; thence run S 84°21'20" W, a distance of 56.49 feet; thence run N 64°36'05" W, a distance of 89.65 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 2445.00 feet and a central angle of 02°05'25", thence on a chord bearing of N 26°14'23" E run northeasterly, along the arc of said curve, a distance of 89.20 feet to a point; thence run S 62°42'55" E, a distance of 21.22 feet to a point of curvature of a curve, concave northeasterly, having a radius of 460.00 feet and a central angle of 16°33'24"; thence run southeasterly, along the arc of said curve, a distance of 132.92 feet to the point of reverse curvature with a curve, concave southwesterly, having a radius of 315.00 feet and a central angle of 33°08'07"; thence run southeasterly, along the arc of said curve, a distance of 182.17 feet to a point; thence run N 36°12'39" E, a distance of 564.06 feet; thence run N 53°47'21" W, a distance of 341.98 feet; thence run N 36°12'39" E, a distance of 50.00 feet; thence run S 53°47'21" E, a distance of 629.14 feet; thence run S 00°28'58" E, a distance of 44.26 feet; thence run S 74°22'09" E, a distance of 73.02 feet to the POINT OF BEGINNING.

Containing 16.50 acres, more or less.

ALSO LESS AND EXCEPT THE RIGHT OF WAY FOR MOSS PARK ROAD DESCRIBED AS FOLLOWS:

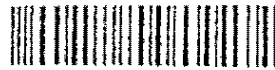
**Moss Park Road**  
(Lake Hart, Inc.)

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the intersection of the southerly right-of-way line of the Orlando Utilities Commission Railroad Right-of-Way as described in Official Records Book 3491, Page 539,

Public Records of Orange County, Florida with the south right-of-way line of Moss Park Road as described in Official Records Book 1332, Page 793, Public Records of Orange County, Florida; thence run S 57°15'58" W, along said railroad right-of-way line, a distance of 474.82 feet for the *POINT OF BEGINNING*; thence run S 58°53'44" E, a distance of 30.21 feet to the point of curvature of a curve, concave northeasterly, having a radius of 2035.00 feet and a central angle of 28°25'41"; thence run southeasterly, along the arc of said curve, a distance of 1009.70 feet to the point of tangency thereof; thence run S 87°19'25" E, a distance of 968.15 feet to a point on the westerly right-of-way line of Moss Park Road; thence run S 23°08'46" E, along said westerly right-of-way line, a distance of 144.42 feet; thence run N 87°19'25" W, a distance of 1031.06 feet to the point of curvature of a curve, concave northeasterly, having a radius of 2165.00 feet and a central angle of 28°25'41"; thence run northwesterly, along the arc of said curve, a distance of 1074.20 feet to the point of tangency thereof; thence run N 58°53'44" W, a distance of 94.07 feet to a point on the aforesaid southerly right-of-way line of the Orlando Utilities Commission Railroad Right-of-Way; thence run N 57°15'58" E, along said railroad right-of-way line, a distance of 144.84 feet to the *POINT OF BEGINNING*.

Containing 6.28 acres, more or less.



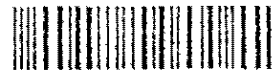
OR Bk 6304 Pg 3466  
Orange Co FL 2001-0318570

EXHIBIT "B"

ARTICLES OF INCORPORATION

OF

NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC.



OR Bk 6304 Pg 3467  
Orange Co FL 2001-0318670



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 18, 2001, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number E01000041253. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N01000002776.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Nineteenth day of April, 2001

Authentication Code: 701A00023024-041901-N01000002776-1/1



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

(H01000041253 5)

OR Bk 6304 Pg 3468  
Orange Co FL 2001-0318670

ARTICLES OF INCORPORATION  
OF  
NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC.

In compliance with the requirements of Florida Statutes, Chapters 617 and 620, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

ARTICLE I

NAME OF CORPORATION

The name of the corporation is NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE II

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal place of business and the mailing address of the Association is located at 5511 Hansel Avenue, Orlando, Florida 32809.

ARTICLE III

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the registered office of the Association is 5511 Hansel Avenue, Orlando, Florida 32809, and the name of the initial registered agent at that address is Robert L. Secrist, III.

ARTICLE IV

DEFINITIONS

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Declaration of Covenants, Conditions and Restrictions for North Shore at Lake Hart recorded or to be recorded in the Public Records of Orange County, Florida, as it may from time to time be amended or supplemented (hereinafter called the "Declaration").

ARTICLE V

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit. The Association shall not pay dividends and no part of any income of the Association shall be distributed to its Members,

directors or officers. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws or the Declaration. The Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the improvement, operation, maintenance, repair and replacement of the Property and Areas of Common Responsibility.

## ARTICLE VI

### MEMBERSHIP

Section 1. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Member shall be appurtenant to and inseparable from the Lot or Unit giving rise to such membership, and any transfer of title to a Lot or Unit shall operate automatically to transfer to the new Member the membership in the Association appurtenant to that Lot or Unit. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Member's Lot or Unit. Membership in the Association will be compulsory for all Members and membership shall continue, as to each Member, until such time as such Member transfers or conveys his fee simple interest in the Lot or Unit upon which his membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership will be automatically pass to the grantee or transferee.

Section 2. The Association shall have two (2) classes of voting rights:

(a) Class A. Class A Members shall be all Members, with the exception of Declarant for so long as Declarant retains Class B Voting Rights. Each Class A Member shall have one (1) vote for each Lot or Unit owned by that Member.

(b) Class B. The sole Class B Member shall be Declarant. Until conversion of the Class B membership to Class A membership pursuant to Subsection (c) below, Declarant shall have three (3) votes for each Lot or Unit in the Property, plus three (3) votes for each prospective residential lot or condominium unit approved by the County for development or construction on the lands described on the land described on Exhibit "A" to the Declaration (whether or not such prospective residential lot or condominium unit has not been developed, constructed or annexed to this Declaration). Upon the adoption of these Articles, Declarant shall have three thousand one hundred eleven (3,111) Class B votes representing three (3) votes for each of the two hundred seventy (270) Lots in the First Development Phase plus three (3) votes for each of the seven hundred sixty seven (767) prospective residential lots or condominium units approved by the County for development or construction on the lands described on Exhibit "A" to the Declaration. In all, Declarant expects to develop and submit a total of one thousand thirty seven (1,037) residential lots or condominium units to the Declaration and to the jurisdiction of the Association, but Declarant shall not be required to do so. In the event Declarant elects at any time or from time to time, for any reason whatsoever, to exclude from



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potential annexation any one or more of the seven hundred sixty seven (767) prospective residential lots or condominium units approved by the County for development or construction on the lands described on Exhibit "A" to the Declaration, then Declarant will record notice of that election in the public records of the County and Declarant's Class B votes shall then be reduced by three (3) votes for each one of the prospective residential lots and condominium units so excluded from eligibility for annexation by Declarant. As each Lot or Unit in the Property is conveyed by Declarant to a Class A Member, Declarant's votes for that Lot or Unit shall lapse. The Class B membership will cease and be converted to a Class A membership as set forth in Section 3 of this Article.

Section 3. Declarant's Class B membership status will continue in effect during the period from the date of the Declaration until the earlier of the following:

(a) upon conveyance of the Lot or Unit to a Class A Member that causes the total number of votes held by all Class A Members to equal or exceed the number of votes held by the Class B Member; or

(b) seven (7) years after the date on which the Declaration is recorded in the public records of the County, or five (5) years after the date on which the last Supplemental Declaration annexing Additional Property to the Declaration is recorded in the public records of the County of, whichever event occurs later; or

(c) At such earlier time as Declarant, in its discretion, may so elect by recording notice of such election in the public records of the County.

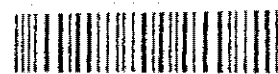
Upon the occurrence or lapse of any one of the foregoing three events or time periods, the Class B membership shall convert to Class A membership.

Section 3. The vote for each Lot or Unit in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one Class A vote is cast for any Lot or Unit, the vote for that Lot or Unit shall not be counted. If any Owner casts a vote on behalf of a Lot or Unit, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot or Unit.

## ARTICLE VII

### BOARD OF DIRECTORS

The affairs of this Association shall be managed and administered by a Board of Directors consisting of three (3), five (5), or seven (7) members. Initially, the Board shall consist of three (3) members, with the number in subsequent years to be determined by the members of the Board; provided that there shall always be an odd number of directorships created. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

NAMEADDRESS

Robert L. Secrist, III

5511 Hansel Avenue  
Orlando, Florida 32809

Douglas R. Russell

5511 Hansel Avenue  
Orlando, Florida 32809

Douglas P. Hooker

5511 Hansel Avenue  
Orlando, Florida 32809

Any other provision of this Article VII to the contrary notwithstanding, Owners other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors not later than three (3) months after ninety percent (90%) of the Lots and Units in all phases of North Shore at Lake Hart that will ultimately be operated by the Association have been conveyed to Owners. Until then, Declarant shall be entitled to appoint all members of the Board of Directors. Thereafter, Declarant shall be entitled to elect at least one member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots and Units in all phases of North Shore at Lake Hart. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant-owned Voting Interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors. Interim vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, and any such appointed Director shall serve for the remaining term of his predecessor. After Declarant relinquishes its right to appoint the Board of Directors, the Members shall, at the annual meeting of the Members, elect the directors by majority vote, for staggered terms of three (3) years each. To create the staggered terms, one post shall become vacant in one (1) year and a successor director shall be elected. The second post shall be deemed vacant at the end of the second year, and a successor director shall be elected. The third post shall be deemed vacant at the end of the third year, and a successor director shall be elected. All successor directors shall serve for terms of three (3) years each. In the event that the number of people comprising the Board of Directors is changed, such change in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of directors whose terms expire in any given year.

ARTICLE VIIIOFFICERS

The day-to-day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:



OR Bk 6304 Pg 3472  
Orange Co FL 2001-0318670

<u>OFFICE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	Douglas R. Russell	5511 Hansel Avenue Orlando, Florida 32809
Vice President	Robert L. Secrist, III	5511 Hansel Avenue Orlando, Florida 32809
Secretary	Robert L. Secrist, III	5511 Hansel Avenue Orlando, Florida 32809
Treasurer	Robert L. Secrist, III	5511 Hansel Avenue Orlando, Florida 32809

#### ARTICLE IX

##### DURATION

The corporation shall exist perpetually.

#### ARTICLE X

##### AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

Section 1. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided by law. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

Section 2. Amendments shall be proposed and adopted in the manner provided by law.

Section 3. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Orange County, Florida, together with an identification on the first page thereof of the book and page of said public records where the Declaration was recorded.

Section 4. No amendment shall be made that is in conflict with the Declaration.

#### ARTICLE XI

##### BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

## ARTICLE XII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association shall defend, indemnify and hold harmless any person of the Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

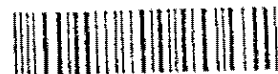
(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or misconduct in the performance of his duty to the Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Association.



Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Association's directors, officers, committee members, employees or agents may be entitled under the Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Association for which indemnification is deemed to be against public policy. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Association in any of his capacities as described in Section 1, whether or not the Association would have the power to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Association shall be obligated to indemnify such person (if entitled to indemnification by the Association) only to the extent such insurance does not indemnify such person. In the event that any expenses, judgments, fines, or amounts paid in settlement are paid pursuant to insurance maintained by such Association, the Association shall have no obligation to reimburse the insurance company.

ARTICLE XIII

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

ARTICLE XIV

REQUIRED APPROVALS

Notwithstanding anything in these Articles to the contrary, as long as there exists a Class "B" membership, if any one or more of HUD, FHA or VA requires approval or consent by it or them to annexation of additional property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Property, dedication to the public of any Common Property, any amendment of the Declaration, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Lots or Units in the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging,

dedication, amendment or dissolution, then the required consent or approval shall be obtained. In addition, in the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation, maintenance repair and replacement of the Master Surface Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the District prior to such termination, dissolution or liquidation.

#### ARTICLE XV

#### INCORPORATOR

The name and street address of the sole Incorporator to these Articles of Incorporation is as follows:

Robert L. Secrist, III  
5511 Hansel Avenue  
Orlando, Florida 32809

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole Incorporator of this Association, has executed these Articles of Incorporation this 18<sup>th</sup> day of April, 2001.

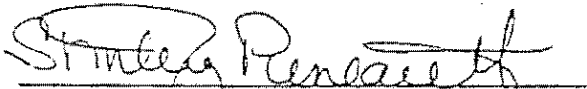


Robert L. Secrist, III

STATE OF FLORIDA       )  
                                      )  
COUNTY OF ORANGE    )       ss:

The foregoing Articles of Incorporation were acknowledged before me this 18<sup>th</sup> day of April, 2001, by Robert L. Secrist, III who is personally known to me.

NOTARY STAMP:

  
NOTARY PUBLIC  
Print Name: SHIRLEY PERREAULT



CERTIFICATE DESIGNATING REGISTERED AGENT FOR SERVICE OF PROCESS

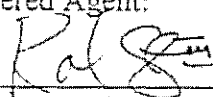
Pursuant to Chapters 48 and 617, Florida Statutes, the following is submitted in compliance with said Acts.

NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at 5511 Hansel Avenue, Orlando, Florida 32809, has named Robert L. Secrist, III, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT

Having been named to accept service of process for the above-stated corporation at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provisions of said Acts relative to keeping open said office.

Registered Agent:

  
\_\_\_\_\_  
Robert L. Secrist, III

Dated: April 18, 2001

(401000075327 6)

ARTICLES OF AMENDMENT  
to  
ARTICLES OF INCORPORATION  
of

NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following Articles of Amendment to its Articles of Incorporation:

FIRST: The preamble to the Articles of Incorporation is amended to read as follows:

"In compliance with the requirements of Florida Statutes, Chapters 617 and 720, the undersigned Incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify: "

SECOND: Subsection 2(b) of Article VI of the Articles of Incorporation is amended to read as follows:

"(b) Class B. The sole Class B Member shall be Declarant. Until conversion of the Class B membership to Class A membership pursuant to Subsection (c) below, Declarant shall have three (3) votes for each Lot or Unit in the Property, plus three (3) votes for each prospective residential lot or condominium unit approved by the County for development or construction on the lands described on the land described on Exhibit "A" to the Declaration (whether or not such prospective residential lot or condominium unit has not been developed, constructed or annexed to this Declaration). Upon the adoption of these Articles, Declarant shall have three thousand one hundred eleven (3,111) Class B votes representing three (3) votes for each of the two hundred sixty nine (269) Lots in the First Development Phase plus three (3) votes for each of the seven hundred sixty eight (768) prospective residential lots or condominium units approved by the County for development or construction on the lands described on Exhibit "A" to the Declaration. In all, Declarant expects to develop and submit a total of one thousand thirty seven (1,037) residential lots or condominium units to the Declaration and to the jurisdiction of the Association, but Declarant shall not be required to do so. In the event Declarant elects at any time or from time to time, for any reason whatsoever, to exclude from potential annexation any one or more of the seven hundred sixty eight (768) prospective residential lots or condominium units approved by the County for development or construction on the lands described on Exhibit "A" to the Declaration, then Declarant will record notice of that election in the public records of the County and Declarant's Class B votes shall then be reduced by three (3) votes for each one of the prospective residential lots and condominium units so excluded from eligibility for





OR BK 6304 Pg 3478  
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annexation by Declarant. As each Lot or Unit in the Property is conveyed by Declarant to a Class A Member, Declarant's votes for that Lot or Unit shall lapse. The Class B membership will cease and be converted to a Class A membership as set forth in Section 3 of this Article."

These Articles of Amendment are adopted effective as of the date set forth below.

The foregoing amendments were adopted by unanimous approval of the Members of North Shore at Lake Hart Homeowners Association, Inc.

**NORTH SHORE AT LAKE HART  
HOMEOWNERS ASSOCIATION, INC.**

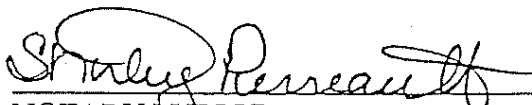
By:   
Robert L. Secrist, III, Vice President

Dated: June 20, 2001

STATE OF FLORIDA        )  
                                  )     ss:  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2001, by Robert L. Secrist, III, the Vice President of North Shore at Lake Hart Homeowners Association, Inc., on behalf of the said corporation. He is personally known to me.

NOTARY STAMP:

  
NOTARY PUBLIC



Shirley A. Perreault  
My Commission CC908147  
Expires January 30, 2004

EXHIBIT "C"

BYLAWS  
OF  
NORTH SHORE AT LAKE HART  
HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY AND LOCATION

These are the Bylaws of NORTH SHORE AT LAKE HART HOMEOWNERS ASSOCIATION, INC., herein called the "Association", a corporation not for profit organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property and the Areas of Common Responsibility, in accordance with the Declaration of Covenants, Conditions and Restrictions for North Shore at Lake Hart (the "Declaration"). The principal office of the Association shall be located at 5511 Hansel Avenue, Orlando, Florida 32809, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated from time to time by the Board of Directors.

ARTICLE II

GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by the Declaration, as amended from time to time, the terms and provisions of which are incorporated herein by reference as if set forth herein verbatim.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

Section 3. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 4. Definitions. The definitions set out in the Declaration are incorporated herein by reference.

ARTICLE III

ASSOCIATION PURPOSES, POWERS AND MEETINGS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, improve, operate, maintain, repair and replace the Common Property and to improve, operate, maintain, repair and replace the Areas of Common

Responsibility, including but not limited to the Master Surface Water Management System, and any personal property owned by the Association;

- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix Assessments to be levied against the Lots and Units in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;

- (b) A copy of these Bylaws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules and regulations of the Association;
- (f) The minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members which minutes shall be retained for seven (7) years;
- (g) A current roster of all Members and their mailing addresses and Lot or Unit identifications;
- (h) All of the Association's insurance policies or copies thereof which shall be retained for seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (j) A copy of all bids received by the Association for work to be performed which shall be retained for one (1) year;
- (k) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of the account for

each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the dates and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. Annual Meetings. The Annual Meeting of the Members of the Association shall be held at such date, time and place as determined by the Board of Directors. Each subsequent regular annual meeting of the Members shall be held within twelve (12) months of the previous annual meeting.

Section 4. Special Meetings. Special meetings of the Members may be called at any time by the Board of Directors, or upon written request at least 10% of the total voting interests of the Association, or by written request of the Declarant for so long as Declarant owns any Lot. At a special meeting, only those items stipulated in advance may be considered for action.

Section 5. Notice of Meetings. Written notice each meeting of the Members shall be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in the event of any emergency, or, in the alternative, at the election to the Board, given by, or at the direction of, the Secretary of the Association, by mailing a copy of such notice, postage prepaid, at least seven (7) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and advise if directors are being elected, advise if assessments are being adjusted or advise if amendments to the articles of incorporation or by-laws are being considered and, in the case of a special meeting, the purpose of the meeting.

Section 6. Attendance at Meetings. Any person entitled to cast the votes of a Member, and in the event any Lot or Unit is owned by more than one (1) person, all co-owners of a Lot or Unit may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members, as set forth above, may be excluded from any meeting of the Members by the presiding officer of such meeting.

Section 7. Organization. At each meeting of the Members, the President, or in his/her absence the Vice President, shall act as Chairman of the Meeting. The Secretary, or in his/her absence any person appointed by the Chairman of the Meeting, shall act as secretary of the meeting.

Section 8. Minutes. The minutes of all meetings of the Members shall be kept in written form or another form that can be converted into written form within a reasonable time, and shall be available for inspection by the Members or their authorized representatives, and the Members of the Board of Directors, at any reasonable time.

Section 9. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, fifteen percent (15%) of the voting interests at a meeting of Members shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. The written joinder or absentee ballot of an Owner may not be utilized to establish a quorum. If, however, such quorum shall not be present or represented at any

meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 10. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than six (6) months prior to such meeting unless such proxy specifically provides for a longer period of time. All proxies shall be in writing, state the date, time and place of the meeting for which it is being given, signed by the Member entitled to vote and filed with the Secretary. Proxies shall only be valid for the particular meeting set forth in the proxy as it shall be adjourned and reconvened from time to time, and shall automatically expire ninety (90) days after the date of the meeting for which it was originally given. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Unit.

Section 11. Voting by Co-Owners. The vote for each Lot or Unit in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one Class A vote is cast for any Lot or Unit, the vote for that Lot or Unit shall not be counted, but their vote shall continue to be counted for purposes of determining the existence of a quorum. If any Owner casts a vote on behalf of a Lot or Unit, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot or Unit.

Section 12. Recording. Any Member may tape record or videotape meetings of the Board of Directors and meetings of the Members. The Board of Directors may adopt reasonable rules governing the taping of such meetings.

Section 13. Turnover Meeting - Within seventy-five (75) days after the Members, other than the Developer, are entitled to elect a Member or Members of the Board of Directors, the Association shall call and give not less than thirty (30) days notice of an election for the members of the Board of Directors. The election shall proceed as provided by law. The notice may be given by any Lot Owner or Unit Owner if the Association fails to do so. At the time that Lot Owners and/or Unit Owners, other than the Declarant, elect a majority of the Members of the Board of Directors of the Association, the Declarant shall relinquish control of the Association and the Lot Owners shall accept control.

#### ARTICLE IV

##### BOARD OF DIRECTORS

Section 1. Board of Directors; Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article III of the Declaration so long as Declarant shall own more than ten percent (10%) of the Lots and Units in the Property. Thereafter, the members of the Board shall be determined as set forth in Article III of the Declaration.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

## ARTICLE V

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) to call special meetings of the Board;
- (b) subject to Article VII herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect Assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article IV above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law; and
- (h) to take such other action as provided in the Declaration.

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

- (a) to cause to be kept a complete record of all its acts and corporate affairs;
- (b) to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) to prepare the annual budget in accordance with the Declaration;
- (d) to fix and collect Assessments in accordance with the Declaration;

- (e) to prepare a roster of the Owners, Lots and Units and the Assessments applicable thereto, which roster shall be kept in the office of the Association; and
- (f) to send written notice of each Assessment to each Owner as provided in the Declaration.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. So long as Declarant shall own more than ten percent (10%) of the Lots or Units in the Property, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

## ARTICLE VI

### DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days' written notice of such annual meeting shall be given to each Director.

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

Section 4. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum. A Majority of the Board of Directors shall constitute a quorum thereof.

## ARTICLE VII

### OFFICERS

Section 1. Association Officers. The Officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own more than ten percent (10%) of the total number of Lots and Units in the Property. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.

Section 5. Vice President. The Vice President shall perform all the duties in the absence of the President.

Section 6. Secretary. The Secretary shall be the *ex officio* Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall sign all certificates of membership and shall keep the records of the Association.

Section 7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business. The Treasurer shall sign all checks and notes of the Association, provided that such notes and checks shall also be signed by the President or Vice President.



## ARTICLE VIII

### LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board Member, Officer of the Association or member of the ARB shall be liable to any Owner for any decision, action or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member, Officer or member of the ARB acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

Section 2. Indemnification. To the fullest extent allowed by Florida law, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, Officers, members of the ARB, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

## ARTICLE IX

### INSURANCE

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

## ARTICLE X

### AMENDMENTS

These Bylaws may be amended or repealed and new Bylaws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

## ARTICLE XI

### GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these Bylaws which are not contained in the Declaration, shall operate as the Bylaws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these Bylaws, the Declaration shall control.

Section 2. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by

reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Order Revised*.

Section 7. Member Meeting Quorum. Fifteen percent (15%) of the total number of voting interests of the Members of the Association shall constitute a quorum thereof.

EXHIBIT "D"

DISTRICT PERMIT

[Copy of South Florida Water Management District  
Environmental Resource Permit No. 48-01152-P attached]



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT**  
**ENVIRONMENTAL RESOURCE PERMIT NO. 48-01152-P**  
**DATE ISSUED: SEPTEMBER 14, 2000**

FORM 10-6  
Rev. 04/98

**PERMITTEE:** LAKE HART INC  
(LAKE HART CONCEPTUAL & GOLF COURSE MASS GRADING)  
5511 HANSEL AVENUE,  
ORLANDO, FL 32809

**PROJECT DESCRIPTION:** AUTHORIZATION FOR CONCEPTUAL APPROVAL OF A PLANNED DEVELOPMENT KNOWN AS LAKE HART P.D., AS WELL AS THE FIRST PHASE OF CONSTRUCTION THAT INCLUDES OPERATION AND MAINTENANCE OF A STORMWATER MANAGEMENT SYSTEM SERVING GOLF COURSE DEVELOPMENT, DISCHARGING TO LAKE HART.

**PROJECT LOCATION:** ORANGE COUNTY, SECTION 15,17,19,21 TWP 24S RGE 31E

**PERMIT DURATION:** Five years to complete construction of the surface water management system from the date issued. Conceptual Approval is valid for two years from the date issued. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 000126-17, dated January 28, 2000. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.5107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.361, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.5107, F.A.C.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

SEE PAGES 2 - 4 OF 7 (22 SPECIAL CONDITIONS).  
SEE PAGES 5 - 7 OF 7 (19 GENERAL CONDITIONS).

FILED WITH THE CLERK OF THE SOUTH  
FLORIDA WATER MANAGEMENT DISTRICT

SOUTH FLORIDA WATER MANAGEMENT  
DISTRICT, BY ITS GOVERNING BOARD

Original  
Signed By: \_\_\_\_\_

BY Jennifer Krumlauf  
DEPUTY CLERK

Original signed by  
BY TONY BURNS  
ASSISTANT SECRETARY

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### SPECIAL CONDITIONS

1. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OF WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
2. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
3. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
4. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 5:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
5. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
6. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SHALL BE THE RESPONSIBILITY OF PROPERTY OWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
7. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
8. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
9. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
10. A WETLAND MONITORING PROGRAM SHALL BE IMPLEMENTED WITHIN THE PROTECTED WETLANDS AND UPLANDS AND DETENTION AREAS. MONITORING SHALL BE CONDUCTED IN ACCORDANCE WITH EXHIBIT(S) 14 AND 15 AND SHALL INCLUDE ANNUAL REPORTS SUBMITTED TO THE SFWMD FOR REVIEW. MONITORING SHALL CONTINUE FOR A PERIOD OF 5 YEARS.
11. THE WETLAND CONSERVATION AREAS AND UPLAND BUFFER ZONES AND/OR UPLAND PRESERVATION AREAS SHOWN ON EXHIBIT(S) 13 MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO: CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING, OR REMOVAL OF SOIL MATERIAL; OILING OR FENCING; AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH

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AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

12. (A) NO LATER THAN OCTOBER 15, 2000, THE PERMITTEE SHALL SUBMIT FOR REVIEW AND APPROVAL, TWO (2) COPIES OF THE FOLLOWING:

1. PROJECT MAP IDENTIFYING CONSERVATION AREA(S)
2. BOUNDARY SKETCH AND LEGAL DESCRIPTION OF CONSERVATION AREA(S)
3. SIGNED CONSERVATION EASEMENT
4. TITLE OPINION OR OWNERSHIP AND ENCUMBRANCE SEARCH FOR THE CONSERVATION AREA(S)

THE ABOVE INFORMATION SHALL BE SUBMITTED TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

B) THE REAL ESTATE INFORMATION REFERENCED IN PARAGRAPH (A) ABOVE SHALL BE REVIEWED BY THE DISTRICT IN ACCORDANCE WITH THE DISTRICT'S REAL ESTATE REVIEW REQUIREMENT; INCORPORATED HEREIN BY REFERENCE. THE EASEMENT SHOULD NOT BE RECORDED UNTIL SUCH APPROVAL IS RECEIVED.

(C) THE PERMITTEE SHALL RECORD A CONSERVATION EASEMENT(S) OVER THE REAL PROPERTY DESIGNATED AS A CONSERVATION / PRESERVATION / MITIGATION AREA(S) ON ATTACHED EXHIBIT 13. THE EASEMENT SHALL BE GRANTED FREE OF ENCUMBRANCES OR INTERESTS WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT. THE CONSERVATION EASEMENT SHALL BE GRANTED TO THE DISTRICT USING THE APPROVED FORM ATTACHED HERETO AS EXHIBIT 13. ANY PROPOSED MODIFICATIONS TO THE APPROVED FORM MUST RECEIVE PRIOR WRITTEN CONSENT FROM THE DISTRICT.

D) THE PERMITTEE SHALL RECORD THE CONSERVATION EASEMENT IN THE PUBLIC RECORDS WITHIN 14 DAYS OF RECEIVING THE DISTRICT'S APPROVAL OF THE REAL ESTATE INFORMATION. UPON RECORDATION, THE PERMITTEE SHALL FORWARD THE ORIGINAL RECORDED EASEMENT, AND TITLE INSURANCE POLICY, TO THE NATURAL RESOURCE MANAGEMENT POST PERMIT COMPLIANCE STAFF IN THE DISTRICT SERVICE CENTER WHERE THE APPLICATION WAS SUBMITTED.

E) IN THE EVENT THE CONSERVATION EASEMENT REAL ESTATE INFORMATION REVEALS ENCUMBRANCES OR INTERESTS IN THE EASEMENT WHICH THE DISTRICT DETERMINES ARE CONTRARY TO THE INTENT OF THE EASEMENT, THE PERMITTEE SHALL BE REQUIRED TO PROVIDE RELEASE OR SUBORDINATION OF SUCH ENCUMBRANCES OR INTERESTS. IF SUCH ARE NOT OBTAINED, PERMITTEE SHALL BE REQUIRED TO APPLY FOR A MODIFICATION TO THE PERMIT FOR ALTERNATIVE ACCEPTABLE MITIGATION.

13. ACTIVITIES ASSOCIATED WITH IMPLEMENTATION OF THE WETLAND MITIGATION, MONITORING AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FOLLOWING WORK SCHEDULE. ANY DEVIATION FROM THESE TIME FRAMES SHALL REQUIRE FORMAL SFWMD APPROVAL. SUCH REQUESTS MUST BE MADE IN WRITING AND SHALL INCLUDE (1) REASON FOR THE MODIFICATION; (2) PROPOSED START/FINISH DATES; AND (3) PROGRESS REPORT ON THE STATUS OF THE EXISTING MITIGATION EFFORTS.

COMPLETION DATE	ACTIVITY
OCTOBER 15, 2000	RECORDATION OF CONSERVATION EASEMENT
MARCH 1, 2001	BASLINE MONITORING REPORT
APRIL 15, 2002	FIRST MONITORING EVENT
AUGUST 15, 2002	FIRST MONITORING REPORT
AUGUST 15, 2003	SECOND MONITORING REPORT
AUGUST 15, 2004	THIRD MONITORING REPORT
AUGUST 15, 2005	FOURTH MONITORING REPORT
AUGUST 15, 2006	FIFTH MONITORING REPORT

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14. A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED IN ACCORDANCE WITH EXHIBIT(S) 14 FOR THE PRESERVED WETLAND AREAS AND UPLAND BUFFER ZONES ON A REGULAR BASIS TO ENSURE THE INTEGRITY AND VIABILITY OF THE CONSERVATION AREA(S) AS PERMITTED. MAINTENANCE SHALL BE CONDUCTED IN PERPETUITY TO ENSURE THAT THE CONSERVATION AREAS ARE MAINTAINED FREE FROM EXOTIC VEGETATION (BRAZILIAN PEPPER, MELALEUCA, AND AUSTRALIAN PINS) AND THAT OTHER NUISANCE SPECIES SHALL CONSTITUTE NO MORE THAN 10% OF TOTAL COVER.
15. ENDANGERED SPECIES, THREATENED SPECIES, OR SPECIES OF SPECIAL CONCERN HAVE BEEN OBSERVED ONSITE AND/OR THE PROJECT CONTAINS SUITABLE HABITAT FOR THESE SPECIES. IT SHALL BE THE PERMITTEE'S RESPONSIBILITY TO COORDINATE WITH THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION AND/OR U.S. FISH AND WILDLIFE SERVICE FOR APPROPRIATE GUIDANCE, RECOMMENDATIONS, AND/OR NECESSARY PERMITS TO AVOID IMPACTS TO LISTED SPECIES.
16. PERMANENT PHYSICAL MARKERS DESIGNATING THE PRESERVE STATUS OF THE WETLAND PRESERVATION AREAS AND BUFFER ZONES SHALL BE PLACED AT DESIGNATED LOCATIONS AS INDICATED ON EXHIBIT 1B. THESE MARKERS SHALL BE MAINTAINED IN PERPETUITY.
17. THE CONSERVATION EASEMENT IS INCLUDED BY REFERENCE WITH THIS STAFF REPORT AS EXHIBITS 13E THROUGH 13DD. THIS EXHIBIT WILL BECOME PART OF THE PERMANENT PERMIT FILE.
18. MINIMUM BUILDING FLOOR ELEVATIONS: SEE EXHIBIT NO. 2.
19. MINIMUM ROAD CROWN ELEVATIONS: SEE EXHIBIT NO. 2.
20. DISCHARGE FACILITIES: SEE EXHIBITS NO. 4A - 4H.
21. PRIOR TO THE PLACEMENT OF ANY FILL WITHIN THE ONSITE 100-YEAR FLOODPLAIN AREAS ADJACENT TO MYRTLE BAY SLOUGH, AS DETERMINED BY FEMA, A CONDITIONAL LETTER OF MAP REVISION (CLOMR) ISSUED BY ORANGE COUNTY STORMWATER MANAGEMENT DIVISION SHALL BE REQUIRED TO VERIFY THE REVISED 100-YEAR FLOODPLAIN ELEVATIONS PROPOSED BY THE APPLICANT. A COPY OF THE CLOMR SHALL BE SENT TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S ORLANDO SERVICE CENTER.
22. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM SERVING THE PROPOSED FIRST PHASE OF CONSTRUCTION (I.E., GOLF COURSE) SHALL BE THE RESPONSIBILITY OF LAKE HART, INC.

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GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO. 0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS 'ASBUILT' OR 'RECORD' DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE UNTIL THE PERMITTEE



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HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.

8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATOR IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR

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OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE 'NO NOTICE' RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
STANDARD GENERAL PERMIT NO. 48-01152-P

Form #0941  
08/95

DATE ISSUED: October 13, 2000

PERMITTEE: LAKE HART INC  
5511 HANSEL AVENUE  
ORLANDO, FL 32809

PROJECT DESCRIPTION: MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 89.35  
ACRE(S) OF RESIDENTIAL DEVELOPMENT KNOWN AS LAKE HART PHASE 1A.

PROJECT LOCATION: ORANGE COUNTY, SEC 19,15,17,21 TWP 31S RGE 24E

PERMIT DURATION: Five years from the date issued to complete construction of the  
surface water management system as authorized herein. See attached  
Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for  
Permit Application No. 000818-10, dated August 18, 2000. This action is taken pursuant  
to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

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

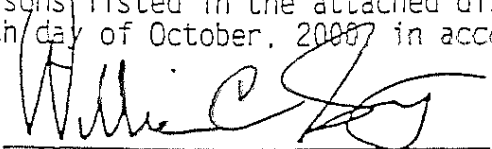
1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative  
hearing.
2. the attached General Conditions.
3. the attached 15 Special Conditions, and
4. the attached 11 Exhibit(s).

  
OR Bk 6304 Pg 3496  
Orange Co FL 2001-0318670

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

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the  
persons listed in the attached distribution list) no later than 5:00 p.m. on this  
13th day of October, 2000, in accordance with Section 120.60(3), Florida Statutes.

BY:   
William C. Stimmel  
Service Center Director  
Orlando Service Center

Certified Mail No.7000 0600 0029 1234 0710

Enclosures

## GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 40E-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.



6. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A REGISTERED SURVEYOR.
7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
8. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
9. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.



10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.
13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.
18. IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.



SPECIAL CONDITIONS

OR Bk 6304 Pg 3500  
Orange Co FL 2001-0318670

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: POND 3 - 72.90 FEET NGVD.  
BASIN: POND 4 - 70.26 FEET NGVD.  
BASIN: POND 5 - 69.35 FEET NGVD.

2. MINIMUM ROAD CROWN ELEVATION: BASIN: POND 3 - 72.70 FEET NGVD.  
BASIN: POND 4 - 69.40 FEET NGVD.  
BASIN: POND 5 - 68.26 FEET NGVD.

3. DISCHARGE FACILITIES:

BASIN: POND 3:

1-14.33' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 71.3' NGVD.  
14-45 DEG. V-NOTCHES WITH INVERT AT ELEV. 70.7' NGVD.

RECEIVING BODY : HART BRANCH

CONTROL ELEV : 70.7 FEET NGVD.

BASIN: POND 4:

1-1.25' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 67.9' NGVD.  
3-39 DEG. V-NOTCHES WITH INVERT AT ELEV. 67.4' NGVD.  
100 LF OF 1.5' DIA. RCP CULVERT.  
1-2' W X 3.08' L DROP INLET WITH CREST AT ELEV. 69.3' NGVD.

RECEIVING BODY : HART BRANCH

CONTROL ELEV : 67.4 FEET NGVD.

BASIN: POND 5:

1-3.33' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 67' NGVD.  
3-27 DEG. V-NOTCHES WITH INVERT AT ELEV. 66.2' NGVD.  
55 LF OF 2.5' DIA. RCP CULVERT.  
1-3.08' W X 4.08' L DROP INLET WITH CREST AT ELEV. 67' NGVD.

RECEIVING BODY : HART BRANCH

CONTROL ELEV : 66.2 FEET NGVD.

4. THE PERMITTEE SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION, SHOALING OR WATER QUALITY PROBLEMS THAT RESULT FROM THE CONSTRUCTION OR OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM.
5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.

SPECIAL CONDITIONS

7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 5:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE NURTURED OR PLANTED FROM 2 FEET BELOW TO 1 FOOT ABOVE CONTROL ELEVATION TO INSURE VEGETATIVE GROWTH.
8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 48-01152-P REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.
10. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
11. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
12. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
13. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM (POND 5 ONLY) SHALL BE THE RESPONSIBILITY OF HOMEOWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
14. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM (PONDS 3 AND 4) SHALL BE THE RESPONSIBILITY OF ORANGE COUNTY MSTU.
15. ALL BACKYARD SWALES LOCATED WITHIN A PHASE OF CONSTRUCTION SHALL BE CONSTRUCTED AS PART OF THE MASTER SURFACE WATER MANAGEMENT SYSTEM FOR THAT PHASE, NOT BY INDIVIDUAL LOT OWNERS, IN ORDER TO ENSURE THEY WILL BE CONTINUOUS AND FUNCTION AS DESIGNED.





FORM 10157  
Rev. 06/93

SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
PERMIT MODIFICATION NO. 48-01152-P

DATE ISSUED: NOVEMBER 9, 2000

99063.22  
Kim Garcia-BDA

OR Bk 6304 Pg 3502  
Orange Co FL 2001-0318670

PERMITTEE: LAKE HART INC  
(LAKE HART PHASE 1B)  
5511 HANSEL AVENUE  
ORLANDO, FL 32809

ORIGINAL PERMIT ISSUED: SEPTEMBER 14, 2000

ORIGINAL PROJECT DESCRIPTION: AUTHORIZATION FOR CONCEPTUAL APPROVAL OF A PLANNED DEVELOPMENT KNOWN AS LAKE HART P.D., AS WELL AS THE FIRST PHASE OF CONSTRUCTION THAT INCLUDES OPERATION AND MAINTENANCE OF A STORMWATER MANAGEMENT SYSTEM SERVING GOLF COURSE DEVELOPMENT, DISCHARGING TO LAKE HART.

APPROVED MODIFICATION: AUTHORIZATION FOR A MODIFICATION FOR THE CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE 123.27 ACRES OF RESIDENTIAL AND EXISTING GOLF COURSE DEVELOPMENT.

PROJECT LOCATION: ORANGE COUNTY, SECTION 19,15,17,21 TWP 24S RGE 31E

PERMIT DURATION: Five years from the date issued to complete construction of the surface water management system as authorized herein. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit Modification is approved pursuant to Application No. 000821-11, dated August 8, 2000. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of any activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes(F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S. between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit Modification may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit Modification may be transferred pursuant to the appropriate provisions of Chapter 373, F.S., and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), F.A.C.

All modifications and special and limiting/general conditions attendant to the original Permit, unless specifically rescinded by this or previous modifications, remain in effect.

This Permit Modification shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit Modification. All activities authorized by this Permit Modification shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitting activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.381, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

SEE PAGES 2 - 3 OF 6 (15 SPECIAL CONDITIONS).  
SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

PERMIT MODIFICATION APPROVED BY THE GOVERNING BOARD OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

FILED WITH THE CLERK OF THE  
SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ON \_\_\_\_\_  
Original  
Signed By: \_\_\_\_\_

Original signed by  
BY TONY BURNS

Y \_\_\_\_\_  
Jennifer Kramlauf  
DEPUTY CLERK

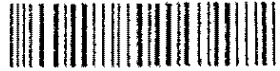
ASSISTANT SECRETARY

## SPECIAL CONDITIONS

1. MINIMUM BUILDING FLOOR ELEVATION: BASIN: POND 3 - 72.90 FEET NGVD.  
BASIN: POND 4 - 70.26 FEET NGVD.  
BASIN: POND 5 - 69.35 FEET NGVD.

2. MINIMUM ROAD CROWN ELEVATION: BASIN: POND 3 - 72.70 FEET NGVD.  
BASIN: POND 4 - 69.40 FEET NGVD.  
BASIN: POND 5 - 68.26 FEET NGVD.

3. DISCHARGE FACILITIES:

  
OR Bk 6304 Pg 3503  
Orange Co FL 2001-0318670

BASIN: POND 3:

1-14.33' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 71.3' NGVD.  
14-45 DEG. V-NOTCHES WITH INVERT AT ELEV. 70.7' NGVD.

RECEIVING BODY : HART BRANCH

CONTROL ELEV : 70.7 FEET NGVD.

BASIN: POND 4:

1-1.25' WIDE SHARP CRESTED WEIR WITH CREST AT ELEV. 67.9' NGVD.  
3-39 DEG. V-NOTCHES WITH INVERT AT ELEV. 67.4' NGVD.  
100 LF OF 1.5' DIA. RCP CULVERT.  
1-2' W X 3.08' L DROP INLET WITH CREST AT ELEV. 69.3' NGVD.

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5. MEASURES SHALL BE TAKEN DURING CONSTRUCTION TO INSURE THAT SEDIMENTATION AND/OR TURBIDITY PROBLEMS ARE NOT CREATED IN THE RECEIVING WATER.
6. THE DISTRICT RESERVES THE RIGHT TO REQUIRE THAT ADDITIONAL WATER QUALITY TREATMENT METHODS BE INCORPORATED INTO THE DRAINAGE SYSTEM IF SUCH MEASURES ARE SHOWN TO BE NECESSARY.
7. LAKE SIDE SLOPES SHALL BE NO STEEPER THAN 5:1 (HORIZONTAL:VERTICAL) TO A DEPTH OF TWO FEET BELOW THE CONTROL ELEVATION. SIDE SLOPES SHALL BE TOP SOILED AND STABILIZED THROUGH SEEDING OR PLANTING FROM 2 FEET BELOW TO 1 FOOT ABOVE THE

CONTROL ELEVATION TO PROMOTE VEGETATIVE GROWTH.

8. FACILITIES OTHER THAN THOSE STATED HEREIN SHALL NOT BE CONSTRUCTED WITHOUT AN APPROVED MODIFICATION OF THIS PERMIT.
9. ALL SPECIAL CONDITIONS PREVIOUSLY STIPULATED BY PERMIT NUMBER 48-01152-P REMAIN IN EFFECT UNLESS OTHERWISE REVISED AND SHALL APPLY TO THIS MODIFICATION.
10. SILT SCREENS, HAY BALES OR OTHER SUCH SEDIMENT CONTROL MEASURES SHALL BE UTILIZED DURING CONSTRUCTION. THE SELECTED SEDIMENT CONTROL MEASURES SHALL BE INSTALLED LANDWARD OF THE UPLAND BUFFER ZONES AROUND ALL PROTECTED WETLANDS. ALL AREAS SHALL BE STABILIZED AND VEGETATED IMMEDIATELY AFTER CONSTRUCTION TO PREVENT EROSION INTO THE WETLANDS AND UPLAND BUFFER ZONES.
11. THE SFWMD RESERVES THE RIGHT TO REQUIRE REMEDIAL MEASURES TO BE TAKEN BY THE PERMITTEE IF WETLAND AND/OR UPLAND MONITORING OR OTHER INFORMATION DEMONSTRATES THAT ADVERSE IMPACTS TO PROTECTED, CONSERVED, INCORPORATED OR MITIGATED WETLANDS OR UPLANDS HAVE OCCURRED DUE TO PROJECT RELATED ACTIVITIES.
12. ANY FUTURE CHANGES IN LAND USE OR TREATMENT OF WETLANDS AND/OR UPLAND BUFFER/COMPENSATION AREAS MAY REQUIRE A SURFACE WATER MANAGEMENT PERMIT MODIFICATION AND ADDITIONAL ENVIRONMENTAL REVIEW BY DISTRICT STAFF. PRIOR TO THE PERMITTEE INSTITUTING ANY FUTURE CHANGES NOT AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL NOTIFY THE SFWMD OF SUCH INTENTIONS FOR A DETERMINATION OF ANY NECESSARY PERMIT MODIFICATIONS.
13. OPERATION OF THE SURFACE WATER MANAGEMENT SYSTEM (POND 5 ONLY) SHALL BE THE RESPONSIBILITY OF HOMEOWNERS ASSOCIATION. THE PERMITTEE SHALL SUBMIT A COPY OF THE RECORDED DEED RESTRICTIONS (OR DECLARATION OF CONDOMINIUM, IF APPLICABLE), A COPY OF THE FILED ARTICLES OF INCORPORATION, AND A COPY OF THE CERTIFICATE OF INCORPORATION FOR THE HOMEOWNERS ASSOCIATION CONCURRENT WITH THE ENGINEERING CERTIFICATION OF CONSTRUCTION COMPLETION.
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15. ALL BACKYARD SWALES LOCATED WITHIN A PHASE OF CONSTRUCTION SHALL BE CONSTRUCTED AS PART OF THE MASTER SURFACE WATER MANAGEMENT SYSTEM FOR THAT PHASE, NOT BY INDIVIDUAL LOT OWNERS, IN ORDER TO ENSURE THEY WILL BE CONTINUOUS AND FUNCTION AS DESIGNED.

GENERAL CONDITIONS

1. ALL ACTIVITIES AUTHORIZED BY THIS PERMIT SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY THIS PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL CONSTITUTE A VIOLATION OF THIS PERMIT AND PART IV, CHAPTER 373, F.S.
2. THIS PERMIT OR A COPY THEREOF, COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND MODIFICATIONS SHALL BE KEPT AT THE WORK SITE OF THE PERMITTED ACTIVITY. THE COMPLETE PERMIT SHALL BE AVAILABLE FOR REVIEW AT THE WORK SITE UPON REQUEST BY THE DISTRICT STAFF. THE PERMITTEE SHALL REQUIRE THE CONTRACTOR TO REVIEW THE COMPLETE PERMIT PRIOR TO COMMENCEMENT OF THE ACTIVITY AUTHORIZED BY THIS PERMIT.
3. ACTIVITIES APPROVED BY THIS PERMIT SHALL BE CONDUCTED IN A MANNER WHICH DOES NOT CAUSE VIOLATIONS OF STATE WATER QUALITY STANDARDS. THE PERMITTEE SHALL IMPLEMENT BEST MANAGEMENT PRACTICES FOR EROSION AND POLLUTION CONTROL TO PREVENT VIOLATION OF STATE WATER QUALITY STANDARDS. TEMPORARY EROSION CONTROL SHALL BE IMPLEMENTED PRIOR TO AND DURING CONSTRUCTION, AND PERMANENT CONTROL MEASURES SHALL BE COMPLETED WITHIN 7 DAYS OF ANY CONSTRUCTION ACTIVITY. TURBIDITY BARRIERS SHALL BE INSTALLED AND MAINTAINED AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATERBODY EXISTS DUE TO THE PERMITTED WORK. TURBIDITY BARRIERS SHALL REMAIN IN PLACE AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND SOILS ARE STABILIZED AND VEGETATION HAS BEEN ESTABLISHED. ALL PRACTICES SHALL BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS DESCRIBED IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL; A GUIDE TO SOUND LAND AND WATER MANAGEMENT (DEPARTMENT OF ENVIRONMENTAL REGULATION, 1988), INCORPORATED BY REFERENCE IN RULE 402-4.091, F.A.C. UNLESS A PROJECT-SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE PERMIT. THEREAFTER THE PERMITTEE SHALL BE RESPONSIBLE FOR THE REMOVAL OF THE BARRIERS. THE PERMITTEE SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES.
4. THE PERMITTEE SHALL NOTIFY THE DISTRICT OF THE ANTICIPATED CONSTRUCTION START DATE WITHIN 30 DAYS OF THE DATE THAT THIS PERMIT IS ISSUED. AT LEAST 48 HOURS PRIOR TO COMMENCEMENT OF ACTIVITY AUTHORIZED BY THIS PERMIT, THE PERMITTEE SHALL SUBMIT TO THE DISTRICT AN ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMMENCEMENT NOTICE FORM NO. 0960 INDICATING THE ACTUAL START DATE AND THE EXPECTED COMPLETION DATE.
5. WHEN THE DURATION OF CONSTRUCTION WILL EXCEED ONE YEAR, THE PERMITTEE SHALL SUBMIT CONSTRUCTION STATUS REPORTS TO THE DISTRICT ON AN ANNUAL BASIS UTILIZING AN ANNUAL STATUS REPORT FORM. STATUS REPORT FORMS SHALL BE SUBMITTED THE FOLLOWING JUNE OF EACH YEAR.
5. WITHIN 30 DAYS AFTER COMPLETION OF CONSTRUCTION OF THE PERMITTED ACTIVITY, THE PERMITTEE SHALL SUBMIT A WRITTEN STATEMENT OF COMPLETION AND CERTIFICATION BY A REGISTERED PROFESSIONAL ENGINEER OR OTHER APPROPRIATE INDIVIDUAL AS AUTHORIZED BY LAW, UTILIZING THE SUPPLIED ENVIRONMENTAL RESOURCE PERMIT CONSTRUCTION COMPLETION/CONSTRUCTION CERTIFICATION FORM NO.0881. THE STATEMENT OF COMPLETION AND CERTIFICATION SHALL BE BASED ON ONSITE OBSERVATION OF CONSTRUCTION OR REVIEW OF ASBUILT DRAWINGS FOR THE PURPOSE OF DETERMINING IF THE WORK WAS COMPLETED IN COMPLIANCE WITH PERMITTED PLANS AND SPECIFICATIONS. THIS SUBMITTAL SHALL SERVE TO NOTIFY THE DISTRICT THAT THE SYSTEM IS READY FOR INSPECTION. ADDITIONALLY, IF DEVIATION FROM THE APPROVED DRAWINGS ARE DISCOVERED DURING THE CERTIFICATION PROCESS, THE CERTIFICATION MUST BE ACCOMPANIED BY A COPY OF THE APPROVED PERMIT DRAWINGS WITH DEVIATIONS NOTED. BOTH THE ORIGINAL AND REVISED SPECIFICATIONS MUST BE CLEARLY SHOWN. THE PLANS MUST BE CLEARLY LABELED AS "ASBUILT" OR "RECORD" DRAWING. ALL SURVEYED DIMENSIONS AND ELEVATIONS SHALL BE CERTIFIED BY A

REGISTERED SURVEYOR.

7. THE OPERATION PHASE OF THIS PERMIT SHALL NOT BECOME EFFECTIVE: UNTIL THE PERMITTEE HAS COMPLIED WITH THE REQUIREMENTS OF CONDITION (6) ABOVE, HAS SUBMITTED A REQUEST FOR CONVERSION OF ENVIRONMENTAL RESOURCE PERMIT FROM CONSTRUCTION PHASE TO OPERATION PHASE, FORM NO.0920; THE DISTRICT DETERMINES THE SYSTEM TO BE IN COMPLIANCE WITH THE PERMITTED PLANS AND SPECIFICATIONS; AND THE ENTITY APPROVED BY THE DISTRICT IN ACCORDANCE WITH SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, ACCEPTS RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE SYSTEM. THE PERMIT SHALL NOT BE TRANSFERRED TO SUCH APPROVED OPERATION AND MAINTENANCE ENTITY UNTIL THE OPERATION PHASE OF THE PERMIT BECOMES EFFECTIVE. FOLLOWING INSPECTION AND APPROVAL OF THE PERMITTED SYSTEM BY THE DISTRICT, THE PERMITTEE SHALL INITIATE TRANSFER OF THE PERMIT TO THE APPROVED RESPONSIBLE OPERATING ENTITY IF DIFFERENT FROM THE PERMITTEE. UNTIL THE PERMIT IS TRANSFERRED PURSUANT TO SECTION 40E-1.6107, F.A.C., THE PERMITTEE SHALL BE LIABLE FOR COMPLIANCE WITH THE TERMS OF THE PERMIT.
9. EACH PHASE OR INDEPENDENT PORTION OF THE PERMITTED SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO THE INITIATION OF THE PERMITTED USE OF SITE INFRASTRUCTURE LOCATED WITHIN THE AREA SERVED BY THAT PORTION OR PHASE OF THE SYSTEM. EACH PHASE OR INDEPENDENT PORTION OF THE SYSTEM MUST BE COMPLETED IN ACCORDANCE WITH THE PERMITTED PLANS AND PERMIT CONDITIONS PRIOR TO TRANSFER OF RESPONSIBILITY FOR OPERATION AND MAINTENANCE OF THE PHASE OR PORTION OF THE SYSTEM TO A LOCAL GOVERNMENT OR OTHER RESPONSIBLE ENTITY.
8. FOR THOSE SYSTEMS THAT WILL BE OPERATED OR MAINTAINED BY AN ENTITY THAT WILL REQUIRE AN EASEMENT OR DEED RESTRICTION IN ORDER TO ENABLE THAT ENTITY TO OPERATE OR MAINTAIN THE SYSTEM IN CONFORMANCE WITH THIS PERMIT, SUCH EASEMENT OR DEED RESTRICTION MUST BE RECORDED IN THE PUBLIC RECORDS AND SUBMITTED TO THE DISTRICT ALONG WITH ANY OTHER FINAL OPERATION AND MAINTENANCE DOCUMENTS REQUIRED BY SECTIONS 9.0 AND 10.0 OF THE BASIS OF REVIEW FOR ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS WITHIN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT - AUGUST 1995, PRIOR TO LOT OR UNIT SALES OR PRIOR TO THE COMPLETION OF THE SYSTEM, WHICHEVER OCCURS FIRST. OTHER DOCUMENTS CONCERNING THE ESTABLISHMENT AND AUTHORITY OF THE OPERATING ENTITY MUST BE FILED WITH THE SECRETARY OF STATE WHERE APPROPRIATE. FOR THOSE SYSTEMS WHICH ARE PROPOSED TO BE MAINTAINED BY THE COUNTY OR MUNICIPAL ENTITIES, FINAL OPERATION AND MAINTENANCE DOCUMENTS MUST BE RECEIVED BY THE DISTRICT WHEN MAINTENANCE AND OPERATION OF THE SYSTEM IS ACCEPTED BY THE LOCAL GOVERNMENT ENTITY. FAILURE TO SUBMIT THE APPROPRIATE FINAL DOCUMENTS WILL RESULT IN THE PERMITTEE REMAINING LIABLE FOR CARRYING OUT MAINTENANCE AND OPERATION OF THE PERMITTED SYSTEM AND ANY OTHER PERMIT CONDITIONS.
10. SHOULD ANY OTHER REGULATORY AGENCY REQUIRE CHANGES TO THE PERMITTED SYSTEM, THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING OF THE CHANGES PRIOR TO IMPLEMENTATION SO THAT A DETERMINATION CAN BE MADE WHETHER A PERMIT MODIFICATION IS REQUIRED.
11. THIS PERMIT DOES NOT ELIMINATE THE NECESSITY TO OBTAIN ANY REQUIRED FEDERAL, STATE, LOCAL AND SPECIAL DISTRICT AUTHORIZATIONS PRIOR TO THE START OF ANY ACTIVITY APPROVED BY THIS PERMIT. THIS PERMIT DOES NOT CONVEY TO THE PERMITTEE OR CREATE IN THE PERMITTEE ANY PROPERTY RIGHT, OR ANY INTEREST IN REAL PROPERTY, NOR DOES IT AUTHORIZE ANY ENTRANCE UPON OR ACTIVITIES ON PROPERTY WHICH IS NOT OWNED OR CONTROLLED BY THE PERMITTEE, OR CONVEY ANY RIGHTS OR PRIVILEGES OTHER THAN THOSE SPECIFIED IN THE PERMIT AND CHAPTER 40E-4 OR CHAPTER 40E-40, F.A.C.
12. THE PERMITTEE IS HEREBY ADVISED THAT SECTION 253.77, F.S. STATES THAT A PERSON MAY NOT COMMENCE ANY EXCAVATION, CONSTRUCTION, OR OTHER ACTIVITY INVOLVING THE USE OF SOVEREIGN OR OTHER LANDS OF THE STATE, THE TITLE TO WHICH IS VESTED IN THE BOARD

OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND WITHOUT OBTAINING THE REQUIRED LEASE, LICENSE, EASEMENT, OR OTHER FORM OF CONSENT AUTHORIZING THE PROPOSED USE. THEREFORE, THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ANY NECESSARY AUTHORIZATIONS FROM THE BOARD OF TRUSTEES PRIOR TO COMMENCING ACTIVITY ON SOVEREIGNTY LANDS OR OTHER STATE-OWNED LANDS.

13. THE PERMITTEE MUST OBTAIN A WATER USE PERMIT PRIOR TO CONSTRUCTION DEWATERING, UNLESS THE WORK QUALIFIES FOR A GENERAL PERMIT PURSUANT TO SUBSECTION 40E-20.302(4), F.A.C., ALSO KNOWN AS THE "NO NOTICE" RULE.
14. THE PERMITTEE SHALL HOLD AND SAVE THE DISTRICT HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, OR LIABILITIES WHICH MAY ARISE BY REASON OF THE CONSTRUCTION, ALTERATION, OPERATION, MAINTENANCE, REMOVAL, ABANDONMENT OR USE OF ANY SYSTEM AUTHORIZED BY THE PERMIT.
15. ANY DELINEATION OF THE EXTENT OF A WETLAND OR OTHER SURFACE WATER SUBMITTED AS PART OF THE PERMIT APPLICATION, INCLUDING PLANS OR OTHER SUPPORTING DOCUMENTATION, SHALL NOT BE CONSIDERED BINDING UNLESS A SPECIFIC CONDITION OF THIS PERMIT OR A FORMAL DETERMINATION UNDER SECTION 373.421(2), F.S., PROVIDES OTHERWISE.
16. THE PERMITTEE SHALL NOTIFY THE DISTRICT IN WRITING WITHIN 30 DAYS OF ANY SALE, CONVEYANCE, OR OTHER TRANSFER OF OWNERSHIP OR CONTROL OF A PERMITTED SYSTEM OR THE REAL PROPERTY ON WHICH THE PERMITTED SYSTEM IS LOCATED. ALL TRANSFERS OF OWNERSHIP OR TRANSFERS OF A PERMIT ARE SUBJECT TO THE REQUIREMENTS OF RULES 40E-1.6105 AND 40E-1.6107, F.A.C. THE PERMITTEE TRANSFERRING THE PERMIT SHALL REMAIN LIABLE FOR CORRECTIVE ACTIONS THAT MAY BE REQUIRED AS A RESULT OF ANY VIOLATIONS PRIOR TO THE SALE, CONVEYANCE OR OTHER TRANSFER OF THE SYSTEM.
17. UPON REASONABLE NOTICE TO THE PERMITTEE, DISTRICT AUTHORIZED STAFF WITH PROPER IDENTIFICATION SHALL HAVE PERMISSION TO ENTER, INSPECT, SAMPLE AND TEST THE SYSTEM TO INSURE CONFORMITY WITH THE PLANS AND SPECIFICATIONS APPROVED BY THE PERMIT.  
  
IF HISTORICAL OR ARCHAEOLOGICAL ARTIFACTS ARE DISCOVERED AT ANY TIME ON THE PROJECT SITE, THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE APPROPRIATE DISTRICT SERVICE CENTER.
19. THE PERMITTEE SHALL IMMEDIATELY NOTIFY THE DISTRICT IN WRITING OF ANY PREVIOUSLY SUBMITTED INFORMATION THAT IS LATER DISCOVERED TO BE INACCURATE.

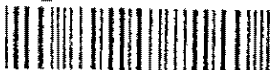


EXHIBIT "E"

FIRST DEVELOPMENT PHASE

NORTH SHORE AT LAKE HART PARCEL 3 - PHASE 1:

A portion of Sections 15 and 16, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Northeast 1/4 of said Section 16; thence run S 88°47'42" W, along the north line of the Northeast 1/4 of said Section 16, a distance of 144.43 feet for the *POINT OF BEGINNING*; thence run S 20°26'14" E, a distance of 71.25 feet; thence run S 14°18'24" E, a distance of 34.38 feet; thence run S 25°03'18" E, a distance of 189.70 feet; thence run S 16°51'41" E, a distance of 69.31 feet; thence run S 28°57'22" E, a distance of 73.32 feet; thence run S 01°01'32" W, a distance of 300.94 feet; thence run S 11°55'03" E, a distance of 66.04 feet; thence run S 09°00'09" W, a distance of 133.10 feet to a point on the east line of the Northeast 1/4 of said Section 16; thence run S 00°47'00" E, along the east line of the Northeast 1/4 of said Section 16, a distance of 112.39 feet; thence run S 66°53'32" W, a distance of 1189.13 feet to the northeast corner of Tract "V", "*NORTH SHORE AT LAKE HART PARCEL 4*", according to the plat thereof, as recorded in Plat Book 47, Pages 135 through 143, Public Records of Orange County, Florida; thence run westerly along the northerly boundary line of said "*NORTH SHORE AT LAKE HART PARCEL 4*", the following courses and distances; run S 68°53'36" W, a distance of 1133.64 feet; thence run S 53°50'11" W, a distance of 70.32 feet; thence run S 39°46'38" W, a distance of 61.98 feet; thence run N 64°13'44" W, a distance of 175.58 feet; thence run N 49°31'19" W, a distance of 65.00 feet; thence run S 81°58'00" W, a distance of 128.88 feet; thence run N 52°07'30" W, a distance of 89.30 feet; thence run N 60°27'00" W, a distance of 113.34 feet; thence run N 73°34'00" W, a distance of 495.70 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 360.00 feet and a central angle of 00°52'01"; thence on a chord bearing of N 12°47'28" E, run 5.45 feet along the arc of said curve to the point of reverse curvature with a curve, concave northwesterly, having a radius of 3045.00 feet and a central angle of 05°02'07"; thence run northeasterly, along the arc of said curve, a distance of 267.61 feet to the point of tangency thereof; thence run N 08°11'21" E, a distance of 326.57 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 11°32'13"; thence, departing the easterly line of said "*NORTH SHORE AT LAKE HART PARCEL 4*", on a chord bearing of S 76°02'32" E, run 5.03 feet along the arc of said curve to the point of tangency thereof; thence run S 81°48'39" E, a distance of 90.00 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run 39.27 feet along the arc of said curve to a point; thence run S 81°48'39" E, a distance of 50.00 feet to a point of curvature of a non-tangent curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on a chord bearing of S 36°48'39" E, run 39.27 feet along the arc of said curve to the point of tangency thereof; thence run S 81°48'39" E, a distance of 9.98 feet to a point of curvature of a curve, concave northerly, having a radius of 250.00 feet and a central angle of 21°35'02"; thence run 94.18 feet along the arc of said curve to the point of tangency thereof;

thence run N 76°36'20" E, a distance of 2.14 feet to a point of curvature of a curve, concave southeasterly, having a radius of 593.00 feet and a central angle of 02°10'23"; thence run northeasterly, along the arc of said curve, a distance of 22.49 feet to a point; thence run N 08°11'21" E, a distance of 172.26 feet; thence run S 80°31'37" E, a distance of 195.49 feet; thence run N 76°40'00" E, a distance of 94.79 feet; thence run S 61°08'31" E, a distance of 162.97 feet; thence run S 28°51'29" W, a distance of 127.48 feet; thence run S 59°45'46" E, a distance of 50.01 feet; thence run N 28°51'29" E, a distance of 90.99 feet; thence run S 61°08'31" E, a distance of 115.40 feet; thence run N 53°33'46" E, a distance of 11.01 feet; thence run N 28°51'29" E, a distance of 334.86 feet; thence run N 03°53'30" E, a distance of 164.21 feet; thence run N 11°35'42" W, a distance of 43.46 feet; thence run N 52°08'29" E, a distance of 901.38 feet to a point on the north line of the Northeast 1/4 of said Section 16; thence run N 88°47'42" E, along the north line of the Northeast 1/4 of said Section 16, a distance of 1188.07 feet to the *POINT OF BEGINNING*.

**NORTH SHORE AT LAKE HART PARCEL 4:**

A portion of Sections 9, 16 and 21, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the South 1/4 corner of said Section 16; thence run N 89°38'54" W, a distance of 13.41 feet for the *POINT OF BEGINNING*; thence run S 44°21'52" E, a distance of 44.06 feet; thence run N 45°38'08" E, a distance of 209.96 feet to a point of curvature of a curve, concave northwesterly, having a radius of 210.00 feet and a central angle of 32°12'27"; thence run northeasterly, along the arc of said curve, a distance of 118.05 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 1050.00 feet and a central angle of 08°58'46"; thence run northeasterly, along the arc of said curve, a distance of 164.55 feet to the point of compound curvature with a curve, concave southeasterly, having a radius of 1550.00 feet and a central angle of 06°24'39"; thence run northeasterly, along the arc of said curve, a distance of 173.43 feet to a point; thence run N 60°04'21" W, a distance of 47.00 feet; thence run N 29°55'39" E, a distance of 60.00 feet; thence run S 60°04'21" E, a distance of 47.00 feet to a point on a non-tangent curve; concave southeasterly, having a radius of 1550.00 feet and a central angle of 00°52'59"; thence on a chord bearing of N 31°28'41" E, run 23.89 feet along the arc of said curve to a point; thence run N 58°04'49" W, a distance of 120.00 feet; thence run N 30°03'40" E, a distance of 67.65 feet; thence run N 24°27'02" E, a distance of 67.14 feet; thence run N 18°47'29" E, a distance of 67.14 feet; thence run N 10°33'35" E, a distance of 64.44 feet; thence run N 00°38'05" W, a distance of 64.35 feet; thence run N 29°32'23" W, a distance of 128.77 feet; thence run N 37°05'20" W, a distance of 80.99 feet; thence run N 32°16'51" W, a distance of 80.85 feet; thence run N 26°03'34" W, a distance of 80.85 feet; thence run N 19°50'18" W, a distance of 80.85 feet; thence run N 15°59'27" W, a distance of 73.85 feet; thence run N 27°19'16" W, a distance of 64.67 feet; thence run N 29°55'50" W, a distance of 284.18 feet; thence run N 24°19'28" W, a distance of 79.91 feet; thence run N 19°26'38" W, a distance of 79.40 feet; thence run N 14°03'30" W, a distance of 79.40 feet; thence run N 08°40'22" W, a distance of 79.40 feet; thence run N 03°17'15" W, a distance of 79.40 feet; thence run N 02°05'53" E, a distance of 79.40 feet; thence run N 07°29'01" E, a distance of 79.40



feet; thence run S 79°49'25" E, a distance of 120.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 725.00 feet and a central angle of 10°41'58"; thence on a chord bearing of N 15°31'34" E, run 135.39 feet along the arc of said curve to the point of tangency thereof; thence run N 20°52'33" E, a distance of 184.36 feet; thence run N 69°07'27" W, a distance of 120.00 feet; thence run N 20°52'33" E, a distance of 145.00 feet; thence run N 16°18'51" E, a distance of 70.37 feet; thence run N 06°05'50" E, a distance of 65.36 feet; thence run N 03°46'10" W, a distance of 65.36 feet; thence run N 13°38'09" W, a distance of 65.36 feet; thence run N 23°30'08" W, a distance of 65.36 feet; thence run N 61°33'52" E, a distance of 120.00 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 500.00 feet and a central angle of 45°07'52"; thence on a chord bearing of N 51°00'04" W, run 393.84 feet along the arc of said curve to the point of tangency thereof; thence run N 73°34'00" W, a distance of 109.50 feet to a point of curvature of a curve, concave southwesterly, having a radius of 275.00 feet and a central angle of 21°13'09"; thence run northwesterly, along the arc of said curve, a distance of 101.84 feet to the point of reverse curvature with a curve, concave northeasterly, having a radius of 315.00 feet and a central angle of 21°13'09"; thence run northwesterly, along the arc of said curve, a distance of 116.66 feet to the point of tangency thereof; thence run N 73°34'00" W, a distance of 46.29 feet to a point of curvature of a curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 88°30'24"; thence run southwesterly, along the arc of said curve, a distance of 54.07 feet to a point; thence run N 72°04'24" W, a distance of 80.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 2955.00 feet and a central angle of 00°33'41"; thence on a chord bearing of N 17°38'45" E, run 28.95 feet along the arc of said curve to the point of compound curvature with a curve, concave westerly, having a radius of 25.00 feet and a central angle of 35°01'44"; thence run northerly, along the arc of said curve, a distance of 15.28 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 60.00 feet and a central angle of 72°58'43"; thence run northeasterly, along the arc of said curve, a distance of 76.42 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 05°36'37"; thence run northeasterly, along the arc of said curve, a distance of 2.45 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 2955.00 feet and a central angle of 07°28'32"; thence on a chord bearing of N 11°55'37" E, run 385.54 feet along the arc of said curve to the point of tangency thereof; thence run N 08°11'21" E, a distance of 1091.15 feet to a point of curvature of a curve, concave southeasterly, having a radius of 5045.00 feet and a central angle of 01°50'00"; thence run northeasterly, along the arc of said curve, a distance of 161.44 feet to a point; thence run N 79°58'38" W, a distance of 64.00 feet; thence run N 10°35'26" E, a distance of 101.27 feet; thence run S 78°50'30" E, a distance of 64.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 5045.00 feet and a central angle of 00°26'25"; thence on a chord bearing of N 11°22'43" E, run 38.76 feet along the arc of said curve to the point of tangency thereof; thence run N 11°35'55" E, a distance of 431.44 feet to a point of curvature of a curve, concave northwesterly, having a radius of 580.00 feet and a central angle of 08°50'40"; thence run northeasterly, along the arc of said curve, a distance of 89.53 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 995.00 feet and a central angle of 30°28'21"; thence run northeasterly, along the arc of said curve, a distance of 529.19 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 580.00 feet and a central angle

of  $07^{\circ}42'28''$ ; thence run northeasterly, along the arc of said curve, a distance of 78.02 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 2545.00 feet and a central angle of  $09^{\circ}38'14''$ ; thence run northeasterly, along the arc of said curve, a distance of 428.07 feet to a point; thence run  $N 32^{\circ}42'25'' E$ , a distance of 369.68 feet to a point of curvature of a curve, concave northwesterly, having a radius of 935.00 feet and a central angle of  $13^{\circ}42'45''$ ; thence run northeasterly, along the arc of said curve, a distance of 223.77 feet to the point of compound curvature with a curve, concave southwesterly, having a radius of 50.00 feet and a central angle of  $90^{\circ}23'21''$ ; thence run northwesterly, along the arc of said curve, a distance of 78.88 feet to a point on the southerly right-of-way line of Moss Park Road as recorded in Official Records Book 6175, Page 8643, Public Records of Orange County, Florida; said point being on a curve, concave northeasterly, having a radius of 2165.00 feet and a central angle of  $05^{\circ}57'37''$ ; thence, on a chord bearing of  $S 74^{\circ} 22'30'' E$ , run southeasterly along the arc of said curve and along said southerly right-of-way line, a distance of 225.22 feet to the cusp of a curve, concave southeasterly, having a radius of 50.00 feet and a central angle of  $84^{\circ}20'46''$ ; thence, on a chord bearing of  $S 60^{\circ}28'18'' W$ , run southwesterly, along the arc of said curve, a distance of 73.61 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 1065.00 feet and a central angle of  $15^{\circ}44'39''$ ; thence run southwesterly, along the arc of said curve, a distance of 292.65 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 25.00 feet and a central angle of  $08^{\circ}42'39''$ ; thence on a chord bearing of  $S 49^{\circ}26'02'' E$ , run 3.80 feet along the arc of said curve to a point; thence run  $S 36^{\circ}12'39'' W$ , a distance of 50.00 feet; thence run  $N 53^{\circ}47'21'' W$ , a distance of 2.56 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of  $84^{\circ}27'44''$ ; thence run northwesterly, along the arc of said curve, a distance of 36.85 feet to a point of compound curvature of a curve, concave southeasterly, having a radius of 1488.00 feet and a central angle of  $06^{\circ}34'57''$ ; thence run southwesterly, along the arc of said curve, a distance of 170.95 feet to the point of tangency thereof; thence run  $S 35^{\circ}09'57'' W$ , a distance of 106.66 feet to a point of curvature of a curve, concave southeasterly, having a radius of 2465.00 feet and a central angle of  $07^{\circ}51'32''$ ; thence run southwesterly, along the arc of said curve, a distance of 338.11 feet to a point; thence run  $S 62^{\circ}42'55'' E$ , a distance of 20.00 feet to a point on a curve, concave southeasterly, having a radius of 2445.00 feet; thence, on a chord bearing of  $S 25^{\circ}55'40'' W$ , run southwesterly, along the arc of said curve, a distance of 117.72 feet through a central angle of  $02^{\circ}45'31''$  to the point of compound curvature with a curve having a radius of 580.00 feet and a central angle of  $09^{\circ}39'47''$ ; thence run southwesterly, along the arc of said curve, a distance of 97.82 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 3660.00 feet and a central angle of  $06^{\circ}44'32''$ ; thence run southwesterly, along the arc of said curve, a distance of 430.69 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 580.00 feet and a central angle of  $10^{\circ}01'44''$ ; thence run southwesterly, along the arc of said curve, a distance of 101.52 feet to the point of tangency thereof; thence run  $S 11^{\circ}35'55'' W$ , a distance of 424.98 feet to a point of curvature of a curve, concave southeasterly, having a radius of 4955.00 feet and a central angle of  $03^{\circ}24'34''$ ; thence run southwesterly, along the arc of said curve, a distance of 294.85 feet to the point of tangency thereof; thence run  $S 08^{\circ}11'21'' W$ , a distance of 1091.15 feet to a point of curvature of a curve, concave northwesterly, having a radius of 3045.00 feet and a central angle of  $05^{\circ}02'07''$ ; thence run southwesterly, along the arc of said curve, a distance of 267.61 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 360.00 feet and a central angle

of 00°52'01"; thence run southwesterly, along the arc of said curve, a distance of 5.45 feet to a point; thence run S 73°34'00" E, a distance of 495.70 feet; thence run S 60°27'00" E, a distance of 113.34 feet; thence run S 52°07'30" E, a distance of 89.30 feet; thence run N 81°58'00" E, a distance of 128.88 feet; thence run S 49°31'19" E, a distance of 65.00 feet; thence run S 64°13'44" E, a distance of 175.58 feet; thence run N 39°46'38" E, a distance of 61.95 feet; thence run N 53°50'11" E, a distance of 70.32 feet; thence run N 68°53'36" E, a distance of 1133.64 feet; thence run S 00°47'00" E, along a line lying 1100 feet west of and parallel to the east line of the Northeast 1/4 of said Section 16, a distance of 2115.67 feet to the Ordinary High Water line of Lake Hart; thence continue S 00°47'00" E, a distance of 1699.52 feet; thence run N 89°01'23" W, a distance of 296.60 feet; thence run S 01°41'39" W, a distance of 1320.00 feet; thence run N 89°01'23" W, a distance of 1397.03 feet; thence run N 89°39'50" W, a distance of 1282.65 feet to a point on the west line of the Northeast 1/4 of the Northwest 1/4 of said Section 21; thence run N 00°06'59" E, along the west line of the Northeast 1/4 of the Northwest 1/4 of said Section 21, a distance of 1281.23 feet; thence run S 63°08'16" E, a distance of 33.96 feet; thence run S 15°13'58" E, a distance of 55.18 feet; thence run S 44°43'09" E, a distance of 54.08 feet; thence run S 49°52'25" E, a distance of 73.21 feet; thence run S 16°32'37" W, a distance of 18.99 feet; thence run S 10°07'37" W, a distance of 50.57 feet; thence run S 34°49'14" W, a distance of 73.24 feet; thence run S 08°34'49" E, a distance of 133.02 feet; thence run S 24°39'03" E, a distance of 68.51 feet; thence run S 59°47'13" E, a distance of 53.33 feet; thence run N 87°51'20" E, a distance of 74.68 feet; thence run S 71°19'52" E, a distance of 71.15 feet; thence run S 24°26'26" E, a distance of 24.46 feet; thence run N 30°25'37" E, a distance of 503.08 feet; thence run N 69°33'23" E, a distance of 299.70 feet; thence run N 84°05'55" E, a distance of 249.29 feet; thence run N 74°09'06" E, a distance of 80.63 feet; thence run N 54°33'04" E, a distance of 76.05 feet; thence run S 44°21'52" E, a distance of 75.94 feet to the *POINT OF BEGINNING*.

LESS AND EXCEPT TRACTS R AND S AS SHOWN ON PLAT OF NORTH SHORE AT LAKE HART, PARCEL 4, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

NORTH SHORE AT LAKE HART PARCEL 7 - PHASE 1:

A portion of Section 16, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

*BEGIN* at the southwest corner of "NORTH SHORE AT LAKE HART PARCEL 4", according to the plat thereof, as recorded in Plat Book 47, Pages 35 through 43, Public Records of Orange County, Florida; thence run S 72°04'24" E, along the south line thereof, a distance of 80.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 3035.00 feet and a central angle of 06°43'33"; thence on a chord bearing of S 21°17'22" W, run 356.27 feet along the arc of said curve to the point of compound curvature with a curve, concave northwesterly, having a radius of 1025.00 feet and a central angle of 08°48'23"; thence run southwesterly, along the arc of said curve, a distance of 157.54 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 1025.00 feet and a central angle of 03°16'57"; thence run southwesterly, along the arc of said curve, a distance of 58.72 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 1950.00 feet and a central

angle of 00°16'54"; thence run southwesterly, along the arc of said curve, a distance of 9.59 feet to a point; thence run S 63°11'30" E, a distance of 20.04 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1970.00 feet and a central angle of 10°16'26"; thence on a chord bearing of S 35°33'29" W, run 353.25 feet along the arc of said curve to a point; thence run S 34°30'03" E, a distance of 20.67 feet to a point of curvature of a curve, concave southwesterly, having a radius of 643.26 feet and a central angle of 01°09'23"; thence run southeasterly, along the arc of said curve, a distance of 12.98 feet to a point; thence run S 56°39'20" W, a distance of 89.89 feet to a point on a non-tangent curve, concave southerly, having a radius of 25.00 feet and a central angle of 101°20'27"; thence on a chord bearing of N 85°10'16" W, run 44.22 feet along the arc of said curve to a point; thence run N 45°50'30" W, a distance of 70.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1880.00 feet and a central angle of 02°31'30"; thence on a chord bearing of S 45°25'15" W, run 82.85 feet along the arc of said curve to a point; thence run N 33°57'28" W, a distance of 219.93 feet; thence run N 49°46'43" W, a distance of 96.95 feet; thence run N 51°22'16" W, a distance of 218.75 feet; thence run S 86°47'00" W, a distance of 67.12 feet; thence run N 51°22'16" W, a distance of 120.00 feet; thence run S 38°37'44" W, a distance of 36.66 feet; thence run N 51°22'16" W, a distance of 133.00 feet; thence run N 67°30'18" W, a distance of 52.05 feet; thence run N 51°22'16" W, a distance of 110.00 feet; thence run N 69°46'57" W, a distance of 73.78 feet; thence run N 73°18'54" W, a distance of 47.31 feet; thence run N 65°55'05" W, a distance of 64.93 feet; thence run N 57°21'31" W, a distance of 64.93 feet; thence run N 50°49'48" W, a distance of 65.14 feet; thence run N 38°12'30" W, a distance of 162.56 feet; thence run N 27°36'40" W, a distance of 129.35 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 475.00 feet and a central angle of 04°45'23"; thence on a chord bearing of N 45°34'21" E, run 39.43 feet along the arc of said curve to the point of reverse curvature with a curve, concave southeasterly, having a radius of 200.00 feet and a central angle of 22°14'18"; thence run northeasterly, along the arc of said curve, a distance of 77.63 feet to the point of tangency thereof; thence run N 65°25'57" E, a distance of 14.18 feet; thence run N 22°51'11" W, a distance of 50.02 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 91°26'54"; thence on a chord bearing of N 19°42'30" E, run 39.90 feet along the arc of said curve to the point of tangency thereof; thence run N 26°00'57" W, a distance of 125.28 feet; thence run S 63°59'03" W, a distance of 47.00 feet; thence run N 26°00'57" W, a distance of 60.00 feet; thence run N 63°59'03" E, a distance of 47.00 feet; thence run N 26°00'57" W, a distance of 70.19 feet; thence run N 63°59'03" E, a distance of 160.00 feet; thence run S 37°19'32" E, a distance of 50.99 feet; thence run S 26°00'57" E, a distance of 251.08 feet; thence run N 62°28'31" E, a distance of 183.48 feet; thence run S 89°59'37" E, a distance of 87.96 feet; thence run S 58°26'19" E, a distance of 86.63 feet; thence run S 32°45'22" E, a distance of 61.53 feet; thence run S 61°33'22" E, a distance of 183.88 feet; thence run S 47°02'02" E, a distance of 104.12 feet; thence run S 26°53'57" E, a distance of 128.80 feet; thence run S 09°27'37" E, a distance of 85.65 feet; thence run S 83°03'36" E, a distance of 84.03 feet; thence run N 73°39'51" E, a distance of 72.73 feet; thence run N 86°42'51" E, a distance of 72.73 feet; thence run S 80°14'09" E, a distance of 72.73 feet; thence run S 71°33'33" E, a distance of 73.58 feet; thence run S 49°58'30" E, a distance of 248.20 feet; thence run S 36°59'52" E, a distance of 193.16 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1025.00 feet and a central angle of 09°25'09";

thence on a chord bearing of N 22°03'12" E, run 168.50 feet along the arc of said curve to the point of reverse curvature with a curve, concave southeasterly, having a radius of 1500.00 feet and a central angle of 04°36'47"; thence run northeasterly, along the arc of said curve, a distance of 120.77 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 2955.00 feet and a central angle of 04°01'49"; thence run northeasterly, along the arc of said curve, a distance of 207.86 feet to the *POINT OF BEGINNING*.

**LESS AND EXCEPT TRACT F AS SHOWN ON PLAT OF NORTH SHORE AT LAKE HART, PARCEL 7 – PHASE 1, TO BE RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA (Lift Station Site being dedicated to Orange County)**

**Common Property Lying North of Realigned Moss Park Road:**

A portion of Section 9, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the intersection of the southeasterly right-of-way line of Parcel 8C of the Orlando Utilities Commission Railroad Right-of-Way as recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida with the north right-of-way line of Moss Park Road as recorded in Official Records Book 1332, Page 792 and Official Records Book 1366, Page 586, Public Records of Orange County, Florida; thence run easterly along the existing right-of-way line of Moss Park Road the following three (3) courses and distances; run S 89°49'31" E, a distance of 1160.62 feet to a point of curvature of a curve, concave southwesterly, having a radius of 199.11 feet and a central angle of 66°40'45"; thence run southeasterly, along the arc of said curve, a distance of 231.72 feet to the point of tangency thereof; thence run S 23°08'46" E, a distance of 525.88 feet to a point on the proposed northerly right-of-way line of Moss Park Road; thence run westerly along said proposed northerly right-of-way line the following three (3) courses and distances; run N 87°19'25" W, a distance of 968.15 feet to a point of curvature of a curve, concave northeasterly, having a radius of 2035.00 feet and a central angle of 28°25'41"; thence run northwesterly, along the arc of said curve, a distance of 1009.70 feet to the point of tangency thereof; thence run N 58°53'44" W, a distance of 30.21 feet to a point on the aforesaid southeasterly right-of-way line of Parcel 8C; thence run N 57°15'58" E, along the southeasterly right-of-way line of said Parcel 8C, a distance of 474.82 feet to the *POINT OF BEGINNING*.

EXHIBIT "F"

LEGAL DESCRIPTION OF GOLF COURSE PROPERTY

**North Shore at Lake Hart  
Golf Course (North)**

A portion of Sections 8, 9 & 16, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

*BEGIN* at the intersection of the west line of said Section 9 with the southerly line of Parcel 8C, Orlando Utilities Commission Railroad Right-of-Way, as recorded in Official Records Book 3491, Page 539, Public Records of Orange County, Florida; thence run along the southerly right-of-way line of said Orlando Utilities Commission Railroad Right-of-Way, the following two (2) courses and distances; run N 65°22'12" E, a distance of 1903.43 feet; thence run N 57°15'58" E, a distance of 102.81 feet; thence run S 10°55'47" W, a distance of 527.08 feet; thence run S 12°18'04" E, a distance of 95.64 feet; thence run S 29°12'51" E, a distance of 80.28 feet; thence run S 46°07'38" E, a distance of 80.28 feet; thence run S 63°02'25" E, a distance of 88.33 feet; thence run S 44°32'30" W, a distance of 63.72 feet; thence run S 86°54'28" W, a distance of 790.08 feet; thence run S 64°10'43" W, a distance of 113.12 feet; thence run S 43°29'56" W, a distance of 107.65 feet; thence run S 22°49'08" W, a distance of 125.78 feet; thence run S 04°35'50" E, a distance of 177.40 feet; thence run S 33°17'04" E, a distance of 129.26 feet; thence run S 53°57'51" E, a distance of 107.65 feet; thence run S 74°38'38" E, a distance of 101.73 feet; thence run N 86°54'28" E, a distance of 345.48 feet; thence run S 84°28'42" E, a distance of 57.66 feet; thence run S 58°45'29" E, a distance of 38.58 feet; thence run S 35°44'38" E, a distance of 62.77 feet; thence run S 09°32'43" E, a distance of 63.40 feet; thence run S 15°18'22" W, a distance of 216.33 feet; thence run S 08°16'05" W, a distance of 83.10 feet; thence run S 00°52'20" E, a distance of 149.37 feet; thence run S 05°12'55" W, a distance of 136.09 feet; thence run S 09°17'12" W, a distance of 341.70 feet; thence run S 04°43'02" E, a distance of 89.97 feet; thence run S 28°28'47" E, a distance of 113.61 feet; thence run S 52°14'31" E, a distance of 426.80 feet; thence run N 77°53'27" E, a distance of 99.12 feet; thence run N 63°44'57" E, a distance of 149.76 feet; thence run S 08°11'21" W, a distance of 302.52 feet to a point of curvature of a curve, concave northwesterly, having a radius of 2955.00 feet and a central angle of 07°28'32"; thence run southwesterly, along the arc of said curve, a distance of 385.54 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 05°36'37"; thence on a chord bearing of S 52°30'34" W, run 2.45 feet along the arc of said curve to the point of reverse curvature with a curve, concave southeasterly, having a radius of 60.00 feet and a central angle of 72°58'43"; thence run southwesterly, along the arc of said curve, a distance of 76.42 feet to the point of reverse curvature with a curve, concave westerly, having a radius of 25.00 feet and a central angle of 35°01'44"; thence run southerly, along the arc of said curve, a distance of 15.28 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 2955.00 feet and a central angle of 04°35'30"; thence run southwesterly, along the arc of said curve, a distance of 236.81 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 1500.00 feet and a central angle of 04°36'47"; thence run southwesterly, along the arc of said curve, a distance

TOGETHER WITH:

**North Shore at Lake Hart  
Golf Course (South)**

A portion of Sections 16 & 21, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Southwest 1/4 of said Section 16; thence run N 89°36'51" W along the north line of the Southwest 1/4 of said Section 16, a distance of 18.00 feet for the *POINT OF BEGINNING*; thence run S 20°52'33" W, a distance of 27.01 feet; thence run S 69°07'27" E, a distance of 120.00 feet; thence run S 20°52'33" W, a distance of 184.36 feet to a point of curvature of a curve, concave southeasterly, having a radius of 725.00 feet and a central angle of 10°41'58"; thence run southwesterly, along the arc of said curve, a distance of 135.39 feet to a point; thence run N 79°49'25" W, a distance of 120.00 feet; thence run S 07°29'01" W, a distance of 79.40 feet; thence run S 02°05'53" W, a distance of 79.40 feet; thence run S 03°17'15" E, a distance of 79.40 feet; thence run S 08°40'22" E, a distance of 79.40 feet; thence run S 14°03'30" E, a distance of 79.40 feet; thence run S 19°26'38" E, a distance of 79.40 feet; thence run S 24°19'28" E, a distance of 79.91 feet; thence run S 29°55'50" E, a distance of 284.18 feet; thence run S 27°19'16" E, a distance of 64.67 feet; thence run S 15°59'27" E, a distance of 73.85 feet; thence run S 19°50'18" E, a distance of 80.85 feet; thence run S 26°03'34" E, a distance of 80.85 feet; thence run S 32°16'51" E, a distance of 80.85 feet; thence run S 37°05'20" E, a distance of 80.99 feet; thence run S 29°32'23" E, a distance of 128.77 feet; thence run S 00°38'05" E, a distance of 64.35 feet; thence run S 10°33'35" W, a distance of 64.44 feet; thence run S 18°47'29" W, a distance of 67.14 feet; thence run S 24°27'02" W, a distance of 67.14 feet; thence run S 30°03'40" W, a distance of 67.65 feet; thence run S 58°04'49" E, a distance of 120.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1550.00 feet and a central angle of 00°52'59"; thence on a chord bearing of S 31°28'41" W, run 23.89 feet along the arc of said curve to a point; thence run N 60°04'21" W, a distance of 47.00 feet; thence run S 29°55'39" W, a distance of 60.00 feet; thence run S 60°04'21" E, a distance of 47.00 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1550.00 feet and a central angle of 09°30'44"; thence on a chord bearing of S 27°09'49" W, run 257.33 feet along the arc of said curve to the point of compound curvature with a curve, concave southeasterly, having a radius of 1050.00 feet and a central angle of 08°58'46"; thence run southwesterly, along the arc of said curve, a distance of 164.55 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 210.00 feet and a central angle of 32°12'27"; thence run southwesterly, along the arc of said curve, a distance of 118.05 feet to the point of tangency thereof; thence run S 45°38'08" W, a distance of 209.96 feet; thence run N 44°21'52" W, a distance of 120.00 feet; thence run S 54°33'04" W, a distance of 76.05 feet; thence run S 74°09'06" W, a distance of 80.63 feet; thence run S 84°05'55" W, a distance of 249.29 feet; thence run S 69°33'23" W, a distance of 299.70 feet; thence run N 86°30'19" W, a distance of 22.43 feet; thence run N 45°00'12" W, a distance of 185.26 feet; thence run N 20°38'59" W, a distance of 363.03 feet; thence run N 17°10'40" W, a distance of 140.09 feet; thence run N 23°59'36" W, a distance of 86.67 feet; thence run N 33°33'14" W, a distance of 86.67 feet; thence run N 43°06'51" W, a distance of 86.67 feet; thence run N 48°24'30" W, a

distance of 68.97 feet; thence run N 42°18'11" W, a distance of 66.80 feet; thence run N 35°16'21" W, a distance of 71.57 feet; thence run N 27°59'57" W, a distance of 71.57 feet; thence run N 20°58'07" W, a distance of 66.80 feet; thence run N 14°10'51" W, a distance of 66.80 feet; thence run N 07°23'35" W, a distance of 66.80 feet; thence run N 02°36'50" E, a distance of 142.24 feet; thence run N 07°39'03" W, a distance of 89.25 feet; thence run N 16°35'22" W, a distance of 88.92 feet; thence run N 27°26'43" W, a distance of 88.92 feet; thence run N 37°16'45" W, a distance of 89.08 feet; thence run N 48°26'40" W, a distance of 288.34 feet; thence run N 44°55'50" W, a distance of 66.37 feet; thence run N 20°26'20" W, a distance of 146.90 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 1548.00 feet and a central angle of 17°02'29"; thence on a chord bearing of N 58°04'33" E, run 460.42 feet along the arc of said curve to the point of reverse curvature with a curve, concave southeasterly, having a radius of 980.00 feet and a central angle of 06°18'43"; thence run northeasterly, along the arc of said curve, a distance of 107.96 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 1970.00 feet and a central angle of 08°55'55"; thence run northeasterly, along the arc of said curve, a distance of 307.11 feet to a point; thence run S 34°30'03" E, a distance of 91.72 feet; thence run S 31°49'47" E, a distance of 65.14 feet; thence run S 14°47'11" E, a distance of 61.17 feet; thence run S 03°51'41" E, a distance of 349.32 feet; thence run S 05°36'11" E, a distance of 78.47 feet; thence run S 12°16'00" E, a distance of 82.39 feet; thence run S 19°37'26" E, a distance of 88.27 feet; thence run S 25°16'55" E, a distance of 76.59 feet; thence run S 22°18'36" E, a distance of 68.09 feet; thence run S 18°14'44" E, a distance of 68.09 feet; thence run S 14°14'58" E, a distance of 72.96 feet; thence run S 10°29'43" E, a distance of 291.48 feet; thence run S 19°05'31" E, a distance of 81.98 feet; thence run S 24°42'39" E, a distance of 81.86 feet; thence run S 31°29'49" E, a distance of 81.52 feet; thence run S 32°50'10" E, a distance of 68.20 feet; thence run S 30°21'44" E, a distance of 153.69 feet; thence run S 75°26'32" E, a distance of 110.78 feet; thence run N 75°21'49" E, a distance of 85.42 feet; thence run N 46°10'09" E, a distance of 42.71 feet; thence run N 43°49'51" W, a distance of 120.00 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 44.00 feet and a central angle of 26°59'58"; thence on a chord bearing of N 32°40'10" E, run 20.73 feet along the arc of said curve to a point; thence run S 70°49'49" E, a distance of 43.18 feet; thence run N 59°38'16" E, a distance of 103.47 feet; thence run N 31°16'16" W, a distance of 140.02 feet; thence run N 54°30'30" W, a distance of 82.78 feet; thence run N 32°51'46" W, a distance of 67.90 feet; thence run N 24°23'18" W, a distance of 65.57 feet; thence run N 14°58'51" W, a distance of 65.67 feet; thence run N 10°29'43" W, a distance of 285.41 feet; thence run N 16°38'10" W, a distance of 76.16 feet; thence run N 18°47'04" W, a distance of 76.09 feet; thence run N 22°16'21" W, a distance of 76.09 feet; thence run N 25°24'07" W, a distance of 71.10 feet; thence run N 19°39'12" W, a distance of 65.30 feet; thence run N 09°41'47" W, a distance of 65.30 feet; thence run N 03°51'41" W, a distance of 426.91 feet; thence run N 00°04'08" W, a distance of 83.10 feet; thence run N 42°53'07" E, a distance of 108.39 feet; thence run N 37°34'46" E, a distance of 149.31 feet; thence run N 32°08'22" E, a distance of 162.11 feet; thence run N 63°11'30" W, a distance of 339.62 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1082.62 feet and a central angle of 03°36'55"; thence on a chord bearing of N 31°36'25" E, run 68.31 feet along the arc of said curve to the point of reverse curvature with a curve, concave northwesterly, having a radius of 1035.37 feet and a central angle of 08°43'05"; thence run northeasterly, along



the arc of said curve, a distance of 157.54 feet to the point of compound curvature with a curve, concave northwesterly, having a radius of 2995.67 feet and a central angle of 06°48'51"; thence run northeasterly, along the arc of said curve, a distance of 356.28 feet to the point of reverse curvature with a curve, concave southeasterly, having a radius of 34.97 feet and a central angle of 88°35'43"; thence run northeasterly, along the arc of said curve, a distance of 54.08 feet to a point; thence run S 73°34'00" E, a distance of 46.29 feet to a point of curvature of a curve, concave northeasterly, having a radius of 315.00 feet and a central angle of 21°13'09"; thence run southeasterly, along the arc of said curve, a distance of 116.66 feet to the point of reverse curvature with a curve, concave southwesterly, having a radius of 275.00 feet and a central angle of 21°13'09"; thence run southeasterly, along the arc of said curve, a distance of 101.84 feet to the point of tangency thereof; thence run S 73°34'00" E, a distance of 109.50 feet to a point of curvature of a curve, concave southwesterly, having a radius of 500.00 feet and a central angle of 45°07'52"; thence run southeasterly, along the arc of said curve, a distance of 393.84 feet to a point; thence run S 61°33'52" W, a distance of 120.00 feet; thence run S 23°30'08" E, a distance of 65.36 feet; thence run S 13°38'09" E, a distance of 65.36 feet; thence run S 03°46'10" E, a distance of 65.36 feet; thence run S 06°05'50" W, a distance of 65.36 feet; thence run S 16°18'51" W, a distance of 70.37 feet; thence run S 20°52'33" W, a distance of 117.99 feet to the *POINT OF BEGINNING*.

Containing 88.57 acres, more or less.

TOGETHER WITH THE FOLLOWING ADDITIONAL PARCELS:

A portion of Section 16, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

Commence at the southwest corner of the Northwest 1/4 of said Section 16; thence run N 00°11'28" E, along the west line of the Northwest 1/4 of said Section 16, a distance of 1022.01 feet; thence run S 89°48'32" E, a distance of 444.54 feet for the *POINT OF BEGINNING*; thence run N 56°01'06" E, a distance of 88.38 feet; thence run N 63°42'37" E, a distance of 99.12 feet; thence run S 89°59'37" E, a distance of 84.23 feet; thence run S 58°26'19" E, a distance of 93.87 feet; thence run S 29°05'44" E, a distance of 64.62 feet; thence run N 32°45'22" W, a distance of 61.53 feet; thence run N 58°26'19" W, a distance of 86.63 feet; thence run N 89°59'37" W, a distance of 87.96 feet; thence run S 62°28'31" W, a distance of 183.48 feet to the *POINT OF BEGINNING*.

Containing 0.06 acres, more or less.

A portion of Section 16, Township 24 South, Range 31 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Northwest 1/4 of said Section 16; thence run N 00°11'28" E, along the west line of the Northwest 1/4 of said Section 16, a distance of 1287.73 feet; thence run S 89°48'32" E, a distance of 302.60 feet for the *POINT OF BEGINNING*; thence run N 63°59'03" E, a distance of 10.00 feet; thence run S 26°00'57" E, a distance of 50.00 feet; thence run N 37°19'32" W, a distance of 50.99 feet to the *POINT OF BEGINNING*.

Containing 250 square feet, more or less.

EXHIBIT "G"

NON-BINDING PRELIMINARY DEVELOPMENT PLAN



SUBORDINATION AND CONSENT

KNOW ALL PERSONS BY THESE PRESENTS THAT for good and valuable consideration, the receipt and sufficiency of which is acknowledged by COLONIAL BANK, an Alabama banking corporation ("Mortgagee"), whose address is 105 West Colonial Drive, Orlando, FL 32801, in its capacity as the owner and holder of the following instruments (collectively, "Security Documents and Interests") granted to Mortgagee by Lake Hart, Inc., a Florida corporation :

1. Mortgage and Security Agreement dated October 16, 2000 and recorded in Official Records Book 6110, Page 2651, of the Public Records of Orange County, Florida,
2. Assignment of Lessor's Interest in Rents and Leases dated October 16, 2000 and recorded in Official Records Book 6110, Page 2679, of the Public Records of Orange County, Florida,
3. UCC-1 Financing Statement dated October 16, 2000 and recorded in Official Records Book 6110, Page 2697, as amended by that certain UCC-3 recorded in Official Records Book 6192, Page 4057, of the Public Records of Orange County, Florida, and
4. Notice of Future Advance and Mortgage Modification Agreement dated February 6, 2001 and recorded in Official Records Book 6192, Page 4053, of the Public Records of Orange County, Florida,

securing a Note in the original stated principal amount of Fifteen Million Five Hundred Thousand and No/100ths Dollars (\$15,500,000.00), and encumbering the real property described in Exhibit "E" attached to the foregoing Declaration of Covenants, Conditions and Restrictions for North Shore at Lake Hart ("Declaration"), hereby consents to the Declaration and subordinates the lien and encumbrance of the Security Documents and Interests, as the same may be further amended from time to time, to the Declaration. Mortgagee hereby agrees that all right, title and interest of Mortgagee and its successors and assigns in and to the real property described in said Exhibit "E" shall forever be subject and subordinate to, and bound by, the Declaration.

IN WITNESS WHEREOF, Mortgagee has executed this Subordination and Consent on the day of June 20, 2001.

WITNESSES:

*Mary Jo Dissinger*  
Print Name: Mary Jo Dissinger

*Eva Ann Foster*  
Print Name: Eva Ann Foster

COLONIAL BANK

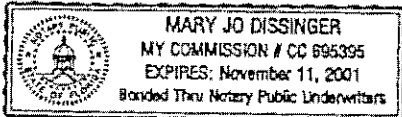
By: *[Signature]*  
Name: J. Stephen Hinds  
Title: Executive Vice President

Date: 6-20, 2001

STATE OF FLORIDA       )  
                                  ) ss:  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2001 by J. Stephen Hudson, as Executive President of Colonial Bank, on behalf of the said bank. He/she ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

NOTARY STAMP:



Mary Jo Dissinger  
NOTARY PUBLIC  
Print Name: Mary Jo Dissinger

LIMITED JOINDER BY GOLF COURSE PROPERTY OWNER

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged by the undersigned Golf Course Property Owner, the undersigned hereby joins into this Declaration for the sole and exclusive purposes of accepting the easements, protections and benefits conferred upon the Golf Course Property and the Golf Course Property Owner pursuant to this Declaration, and giving, granting and conveying to the Association, a perpetual, non-exclusive easement to enter upon the portions of the Golf Course Property containing components of the Master Surface Water Management System in order to perform maintenance, repair and replacement of, and to abate interference with, the portions of the Master Surface Water Management System located within the Golf Course Property in accordance with Subsection 8.5 of the Declaration.

Signed, sealed and delivered  
in the presence of:

NORTH SHORE GOLF CLUB, LLC, a Florida  
limited liability company




Signature of witness

Print Name: Patricia Loy-Bond

By: 

Robert L. Secrist, III, Managing Member



Signature of witness

Print Name: SHIRLEY PERREAULT

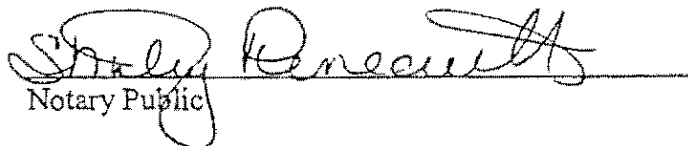
STATE OF FLORIDA )

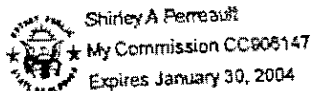
ss:

COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of June, 2001, by Robert L. Secrist, III, the Managing Member of North Shore Golf Club, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me.

Notary Seal:

  
Notary Public



SUBORDINATION AND CONSENT


KNOW ALL PERSONS BY THESE PRESENTS THAT for good and valuable consideration, the receipt and sufficiency of which is acknowledged by COLONIAL BANK, an Alabama banking corporation ("Mortgagee"), whose address is 105 West Colonial Drive, Orlando, FL 32801, in its capacity as the owner and holder of the following instruments (collectively, "Security Documents and Interests") granted to Mortgagee by North Shore Golf Club, LLC, a Florida limited liability company on October 16, 2000:

1. Mortgage and Security Agreement recorded in Official Records Book 6110, Page 2727, of the Public Records of Orange County, Florida,
2. Assignment of Lessor's Interest in Rents and Leases recorded in Official Records Book 6110, Page 2748, of the Public Records of Orange County, Florida, and
3. UCC-1 Financing Statement recorded in Official Records Book 6110, Page 2759, of the Public Records of Orange County, Florida,

securing a Note in the original stated principal amount of Four Million Two Hundred Thousand Dollars (\$4,200,000.00), and encumbering the real property described in Exhibit "F" attached to the foregoing Declaration of Covenants, Conditions and Restrictions for North Shore at Lake Hart ("Declaration"), hereby consents to the grant and conveyance to the Association of the easement to enter upon the portions of the Golf Course Property containing components of the Master Surface Water Management System in order to perform maintenance, repair and replacement of, and to abate interference with, the portions of the Master Surface Water Management System located within the Golf Course Property, in accordance with Subsection 8.5 of the Declaration. Mortgagee hereby subordinates the lien and encumbrance of the Security Documents and Interests, as the same may be further amended from time to time, to the said easement and agrees that all right, title and interest of Mortgagee and its successors and assigns in and to the affected portions of the real property described in said Exhibit "F" shall forever be subject and subordinate to, and bound by, the terms of said easement.

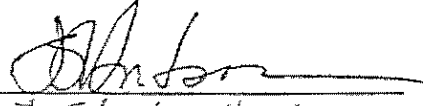
IN WITNESS WHEREOF, Mortgagee has executed this Subordination and Consent on the day of June 20, 2001.

WITNESSES:

  
Print Name: Mary Jo Bussinger

  
Print Name: EVA ANN FOSTER

COLONIAL BANK

By:   
Name: J. Stephen Hudson  
Title: Exec. Vice President

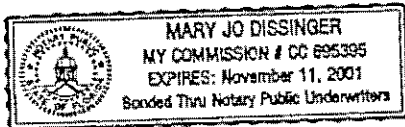
Date: 6-20, 2001



STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of June, 2001 by J. Stephen Hudson, as Executive President of Colonial Bank, on behalf of the said bank. He/she ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

NOTARY STAMP:



Mary Jo Dissinger  
NOTARY PUBLIC  
Print Name: Mary Jo Dissinger