

This instrument prepared by and proprietary to:
Sanctuary on Livingston Homeowner's Association, Inc.
And reviewed by Douglas G. Christy, Esq.
Wetherington, Hamilton & Harrison, P.A.
1010 N. Florida Avenue
Tampa, Florida 33672-0727

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
SANCTUARY ON LIVINGSTON**

THIS AMENDED AND RESTATED DECLARATION (this "**Declaration**") is made and entered into this 30th day of April, 2011, by **SANCTUARY ON LIVINGSTON HOMEOWNER'S ASSOCIATION, INC.**, a Florida not for profit corporation (hereinafter referred to as "**Declarant**").

RECITALS:

A. Highlander Development, Inc., an Illinois corporation ("**Developer**") recorded a certain Declaration of Covenants and Restrictions for Sanctuary on Livingston on November 14, 2002 in O.R. Book 12151 at page 0347 of the Public Records of Hillsborough County, Florida, as the same has heretofore been amended (the "**Original Declaration**"), encumbering certain real property located in Hillsborough County, Florida, more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "**Property**");

B. Developer, in order to provide for the preservation of the values and amenities of the Property created Declarant;

C. Developer has turned the Property over to the Owners (as hereinafter defined);

D. Declarant and the Owners deem it desirable to maintain the Property pursuant to a comprehensive plan for the development, use and enjoyment of the Property, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Property, and in connection therewith, desire to amend and restate the Original Declaration to more completely express the Declarant's and Owners plan for the community;

NOW, THEREFORE, for and in consideration of the premises hereof, Declarant hereby declares that the Property (including, but not limited to, all tracts, parcels, and subdivision lots now or hereafter constituting a part thereof) shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved in accordance with and subject to this Declaration, the Governing Documents (as hereinafter defined) and the hereinafter described easements, restrictions, covenants, conditions, equitable servitudes, liens, and charges, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability, and are in furtherance of a comprehensive plan for the protection, maintenance and improvement, of the Property. The covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens, and charges set forth in this Declaration shall (i) run with the title to the Property, and shall be binding upon all persons having any right, title, or interest therein, or any portion thereof, and their heirs, personal representatives, successors, and assigns and all Members (as hereinafter defined), and their successors and assigns; (ii) shall inure to the benefit of the Property, and all interests therein; and (iii) shall inure to the benefit of and be binding upon Declarant, its successors and assigns, and its tenants, invitees, licensees, and guests.

ARTICLE I
DEFINITIONS

1.1 "**ARC**" shall have the definition ascribed to it in Section 10.2 of this Declaration.

1.2 "**Articles**" shall mean the Articles of Incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, a copy of which is attached hereto as **Exhibit "B"**, as the same may be amended from time to time.

1.3 "**Association**" shall mean Sanctuary on Livingston Homeowner's Association, Inc., a Florida not for profit corporation, its successors and assigns.

1.4 "**Board**" shall mean the Board of Directors of the Association elected in accordance with the Bylaws.

1.5 "**Bylaws**" shall mean the Bylaws of the Association which have been or will be adopted by the Board, a copy of which is attached hereto as **Exhibit "C"**, as the same may be amended from time to time.

1.6 "**Common Expenses**" shall mean those costs and expenses of the Association more particularly described in Section 8.2 of this Declaration.

1.7 "**Common Property**" shall mean all real property (including the improvements thereto) from time to time owned by the Association for the common use and enjoyment of the Owners. The Common Property may include, but is not limited to, Tracts A, B, C-Wetland Conservation Area, D, Park, parking areas, sidewalks, paths, entryways, swale areas and ponds.

1.8 "**County**" shall mean Hillsborough County, Florida.

1.9 "**Declaration**" shall mean this Declaration of Covenants, Conditions, and Restrictions for Sanctuary on Livingston.

1.10 "**Governing Documents**" shall mean and collectively refer to this Declaration, the Articles, the Bylaws and any rules and regulations published pursuant thereto.

1.11 "**Governmental Regulations**" shall mean all applicable laws, statutes, codes, ordinances, rules, regulations, limitations, restrictions, orders, judgments or other requirements of any governmental authority having jurisdiction over the Property or any Improvements constructed or located thereon, including, without limitation, those pertaining to building and zoning.

1.12 "**Improvements**" shall mean any buildings, structures, driveways, walkways, swimming pools, patios, decks, fences, walls, landscaping, flagpoles, boat houses, docks and any and all other appurtenances, facilities and improvements of any kind constructed, erected, placed, installed or located on the Property, and any replacements thereof or additions or alterations thereto.

1.13 "**Lot**" shall mean any plot of land shown upon any recorded subdivision map or plat of the Property prepared by Declarant, or any subsequent Owner, other than any areas dedicated to the public use or designated as Common Property.

1.14 "**Member**" shall mean (i) Declarant, for so long as it owns any part of the Property, and (ii) every other person or entity holding a membership in the Association as provided herein.

1.15 "**Mortgage**" means any recorded mortgage, deed of trust, or other interest transferring any interest in a Lot as security for the performance of an obligation. "**First Mortgage**" means any Mortgage constituting a lien prior in

dignity to all other Mortgages encumbering the same property. "Mortgagee" means the party named as the obligee under any Mortgage, its heirs, personal representatives, successors, or assigns.

1.16 "**Owner**" shall mean the Person, including Declarant, holding fee simple title of record to any Lot or other piece or parcel of land within the Property, including sellers under executory contracts of sale, but excluding those having such interest merely as security for the performance of an obligation.

1.17 "**Person**" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

1.18 "**Plat**" means the subdivision plat of the Property, recorded or to be recorded in the Public Records, and the recorded plat of any additional lands made subject to the provisions of this Declaration pursuant to the provisions hereof, and any amendments thereto.

1.19 "**Property**" or "**Properties**" shall mean that certain real property described on the attached Exhibit "A" and such additions thereto as may hereafter be subjected to the operation and effect of this Declaration.

1.20 "**Public Records**" shall mean the Public Records of the County.

1.21 "**Surface Water Management System**" shall mean a system operated, maintained, and managed by the Association which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapter 40, Florida Administrative Code and operated, maintained, and managed in a manner consistent with any SWFWMD Permit. The Surface Water Management System shall include all mitigation areas and other water management areas of the Property.

1.22 "**SWFWMD**" shall mean the Southwest Florida Water Management District.

1.23 "**SWFWMD Permit**" shall mean any and all other permits heretofore or hereafter issued by SWFWMD relating to the operation and maintenance of the Surface Water Management System.

1.24 "**Utility Lines**" shall mean such sanitary sewer, potable water, re-use water, electric, telephone and other utility lines from time to time located within the boundaries of the Property.

ARTICLE II

COMPLIANCE WITH GOVERNMENTAL REGULATIONS AND APPROVALS

The Property shall be developed and used in compliance with all applicable Governmental Regulations as well as the requirements contained in any permits and approvals applicable to the Property.

ARTICLE III

EASEMENTS

3.1 Easements Generally. Declarant hereby grants, declares and reserves the easements hereinafter described in this Article III (the "Declared Easements"); provided, however, that at such time as, and to the extent that, the portions of the Property affected by the Declared Easements are dedicated to the public, by plat or otherwise, such easements shall terminate automatically without further action.

3.2 Utility Easements. There are hereby granted and reserved for the benefit of the County, the Association, each Owner, each Lot, piece, parcel and tract of land within the Property and any public or private providers of utility services to the Property and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon the rights-of-way of and for all streets and roads within the Property, and over, under, within and upon all other utility easements and easement areas shown on the Plat, or otherwise reserved pursuant to this Declaration, for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements shall include, without limitation, those providing electric power, sewer, wastewater, natural gas, telephone, potable water and cable television.

3.3 Drainage Easements. There is hereby granted and reserved for the benefit of each Owner and each Lot, piece, parcel and tract of land within the Property, a non-exclusive easement for storm water collection, retention, detention and drainage over, upon and within the rights-of-way of all streets and roads of the Property, and all drainage easements shown on the Plat or otherwise established pursuant to this Declaration, together with an easement and license to enter upon such easements and easement areas for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing any and all storm water drainage systems, improvements and facilities from time to time located therein or thereon. Additionally, the Association, each Owner and each Lot, hereby reserves easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide storm water drainage to all or any portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by any Owner of any Lot or the Common Property affected thereby or any Improvements from time to time constructed or installed thereon.

3.4 Emergency Access and Drainage Easement. There is hereby granted to SWFWMD and the County a non-exclusive easement over and upon the streets and roads of the Property, and all drainage easements shown on the Plat or otherwise reserved pursuant to this Declaration, for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the same shall create a hazard to the public health, safety or general welfare. It is expressly provided, however, that the grant of such easement shall not be deemed to impose upon SWFWMD or the County any obligation, burden, responsibility or liability to enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion of either, unless and to the extent that the same have been dedicated to and accepted by either of SWFWMD or the County.

3.5 Side Yard Drainage and Utility Easements. There is hereby granted and reserved for the benefit of the Association, each Owner, each Lot and all public or private providers of utility services to the Property, and their respective successors and assigns, a non-exclusive easement for drainage and utility purposes in that area which is adjacent to and within five (5) feet on either side of any side boundary or lot line of any Lot.

3.6 Landscape Easements. There is hereby granted and reserved for the benefit of the Association, an easement for landscaping purposes over and upon all landscape easement areas shown on the Plat, if any, together with the easement and license to enter upon such landscape easement areas for the purposes of installing, maintaining, inspecting, repairing and replacing any and all landscaping and irrigation systems of any kind, whether the same shall be required by the County or deemed necessary or desirable by the Association.

3.7 Sidewalk Easements. There is hereby created, declared and reserved for the benefit of the Association, each Owner, and each Lot, piece, parcel and tract of land within the Property, except as the same may be precluded by the County in Phase IV and Phase V, an easement for sidewalk purposes over, within and upon all sidewalk easement areas as shown on the Plat, for the purposes of constructing, installing, maintaining, repairing and replacing from time to time the sidewalk system, if any. All benefited parties shall have a non-exclusive easement for pedestrian ingress, egress and passage over and upon any sidewalks from time to time located constructed, installed and maintained within said sidewalk easement areas. Construction and maintenance of the sidewalk on each Lot is the responsibility of the Owner of each such Lot. The sidewalk easements and the sidewalks from time to time constructed, installed and

located therein, if any, are hereby declared and shall hereafter be deemed to be Common Property; notwithstanding that the same may be located upon Lots in which the fee simple title is vested in the Owners. Notwithstanding the foregoing or anything contained herein to the contrary, no matter where the sidewalks may be located even if on a Lot or on Common Property, the individual owner of each Lot shall maintain the sidewalk at its own cost and expense even if it not on a Lot but is on Common Property adjacent to such Lot.

3.8 Construction Easements. There is hereby granted and reserved for the benefit of the Association, together with the right to grant, assign and transfer the same to such builders, contractors and other parties as the Association may from time to time designate, an easement for construction activities upon the Property.

3.9 Common Property Easement. There is hereby granted and reserved for the benefit of the Association and each Owner, a non-exclusive easement upon and the right and privilege of using any or all of the Common Property for ingress and egress, and for the passive recreation of the residents of and visitors to the Property. This easement and right to use and enjoy the Common Property shall be subject to regulation by the Association, including the right of the Association to suspend such use and enjoyment as more particularly provided in Section 5.4A of this Declaration.

3.10 Association Easement. There is hereby granted to the Association such easements over and upon all or any portion of the Property as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to the Governing Documents. The Association has the right, power and privilege to grant to itself, the County or any other parties, at any time and from time to time, such additional easements as may be reasonably necessary or desirable for the orderly development of the Property. It is expressly provided, however, that no additional easements shall be granted or created over and upon the Property pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single family residential home site.

ARTICLE IV

PROPERTY SUBJECT TO THIS DECLARATION AND

ADDITIONS TO THE PROPERTY

4.1 Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, used and occupied subject to this Declaration.

4.2 Annexation of Other Property. The Association reserves the right to add or cause to be added other real property, not now included within the Property, to the Property from time to time, and such additional lands shall be thereupon subject to the provisions of this Declaration; provided, however, that additional lands may be so annexed to the Property only upon the approval of Members holding not less than two-thirds (2/3) of the total votes in the Association.

4.3 Recordation. Upon each commitment of additional real property to this Declaration, a recordation of such addition shall be made as a supplement to this Declaration in the Public Records, and such real property described therein shall be subjected to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as a part of the Property.

4.4 Merger. Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with another homeowners association (a "Neighboring Association") as the Board may determine to be in the best interests of the Association and its Members. A merger or consolidation of the Association must be approved by Members holding not less than two-thirds (2/3) of the total votes in the Association. Upon a merger or consolidation of the Association with a Neighboring Association, all Common Property rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together

with the covenants and restrictions established by any declaration applicable to the property administered by the Neighboring Association as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter expressly provided.

4.5 Special Taxing Districts. In the event that a special taxing district or community development district (hereinafter "Taxing District") is established to provide any services that are then rendered by or the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the Taxing District; provided, however, that the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Property to the Taxing District so long as the Members shall have the right to use and enjoy the Common Property. If such Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created.

ARTICLE V **COMMON PROPERTY**

5.1 Conveyance by Developer. On or before the date of the final conveyance of a Lot by Developer to a third party Owner, the Common Property shall be conveyed by Developer to the Association free and clear of any and all liens, encumbrances, exceptions or qualifications whatsoever, save and except only for (a) real property taxes for the year of such conveyance, (b) title exceptions of record, if any, (c) the covenants, conditions, restrictions, easements and reservations set forth in this Declaration and any amendments hereto, and (d) any special covenants, conditions, restrictions, easements and reservations which may be contained in the instrument of conveyance pursuant to which title to such Common Property is conveyed by Developer to the Association.

5.2 Use by Owners. The Common Property shall, subject only to the easements specified in this Declaration, be maintained, used and enjoyed solely for the purposes specified in this Declaration and in the instrument of conveyance and for the common health, safety, welfare and passive recreation of the residents of and visitors to the Property, and for no other purpose or purposes whatsoever. No other use shall be made of the Common Property without the prior written consent of the Association.

5.3 Restrictions on Use of Common Property. Subject to any reasonable rules and regulations adopted and promulgated by the Association from time to time, and subject to any and all easements granted pursuant to this Declaration, each and every Owner shall have the non-exclusive right, privilege and easement to use and enjoy the Common Property for the purpose or purposes for which the same was intended, and such non-exclusive right, privilege and easement shall be an appurtenance to and shall pass with the title to each and every Lot within the Property, subject, however, at all times to the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration including, without limitation, the following:

A. The right of the Association to suspend the right, privilege and easement of any Owner and its family, tenants, guests or other invitees to use the Common Property or any portion thereof designated by the Association (i) during any time in which any Assessment levied by the Association against such Owner and Lot remains unpaid and delinquent for a period of thirty (30) days or more, or (ii) for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association with respect to the use of the Common Property; provided, however, that except for a suspension occasioned by the failure of an Owner to pay an Assessment within thirty (30) days from the date that the same is levied by the Association, such suspension shall be made by the Association, or a committee duly appointed by the Association for that purpose, only after appropriate notice and hearing given and held in accordance with the Governing Documents. Notwithstanding anything to the contrary set forth herein, the Association shall have no right, power or authority hereunder to suspend or otherwise unreasonably interfere with any Owner's right, privilege and easement to use any streets and roads within the Property for ingress and egress to and from such Owner's

Lot; it being expressly provided, however, that temporary interference for purposes of appropriate identification at and clearance through any security gate or to prevent or bring about the cessation of the violation of any rules and regulations adopted and promulgated by the Association, including, without limitation, those with respect to speed limits imposed upon such streets and roads, shall not be deemed to be an unreasonable interference with such right, privilege and easement of and for ingress and egress.

B. The right of the Association to limit the number of guests of Owners who may use the Common Property from time to time.

C. The right of the Association to establish, promulgate and enforce reasonable rules and regulations with respect to the use of the Common Property pursuant to Section 5.7 and Section 7.4K of this Declaration including, without limitation, the right to establish, promulgate and enforce (including the imposition of reasonable penalties and fines for violations thereof) speed limits on any streets and roads within the Property.

D. The right of the Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Property and preserve and protect the safety of persons and property from time to time located upon or within the Property.

5.5 Delegation of Use. Subject to such rules, restrictions, prohibitions, regulations and the like as may be now or hereafter promulgated by the Association pursuant to Section 5.7 of this Declaration, or elsewhere herein, or created from time to time by the Association, any Owner may authorize or delegate his or her right, privilege and easement to use and enjoy the Common Property to family, tenants, guests or other invitees that are under the direct supervision or control of such Owner. In the event that an Owner shall make such a delegation or authorization to tenants residing on his Lot, the Association shall be entitled, after the adoption and promulgation of appropriate rules and regulations with respect thereto, to limit or restrict or prevent the right of the Owner to simultaneously exercise his right, privilege and easement of and for the use and enjoyment of the Common Property.

5.6 Waiver of Use. No Owner may exempt his Lot from any Assessments duly levied by the Association, or may exempt himself from personal liability for such Assessments or from any rules and regulations of the Association, by any act or omission whatsoever, including without limitation (i) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Property, (ii) the abandonment of his Lot, or (iii) conduct which results in the Association's suspension of such right privilege and easement as provided in Section 5.4A of this Declaration.

5.7 Rules and Regulations. In addition to the foregoing restrictions on the use of the Common Property, the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of the Common Property and to hereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall conflict with the provisions of this Declaration. Any rules and regulations promulgated by the Association shall be applicable to and binding upon all Common Property and all Owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under any Owner.

ARTICLE VI

MEMBERSHIP AND VOTING RIGHTS

6.1 Membership Appurtenant. Every Owner of a piece, parcel or Lot of the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from such ownership interest, but a Member's voting rights and use and enjoyment of the Common Property may be regulated or suspended as provided in the Governing Documents.

6.2 Classes of Membership. The Association shall have one class of voting Membership. Each Owner of any tract, piece, parcel or Lot that is included within the Property shall be a Member of the Association. Each Member shall be entitled to one (1) vote for each Lot owned by such Member. If more than one (1) Person should hold an interest in any Lot, the vote for such Lot shall be exercised by a majority of all such Persons as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

6.3 Approval by Members. Unless otherwise specifically provided in the Governing Documents, any provision of this Declaration which requires the vote, consent or approval of a majority or other specified fraction or percentage of the total voting power of the Association or any class or future classes of membership therein shall be deemed satisfied by either, both or a combination of the following:

- A. The vote in person or by proxy of the majority or other specified fraction or percentage of the membership at a meeting duly called and noticed pursuant to the provisions of the Bylaws dealing with annual or special meetings of the Members of the Association; or
- B. Written consents executed by the majority or other specified fraction or percentage of the Members.

ARTICLE VI

FUNCTIONS OF THE ASSOCIATION

7.1 Purposes of the Association. The Association has been created and established for the purpose of and shall have sole responsibility for (i) the ownership, administration, management, operation, regulation, care, repair, restoration, replacement, and preservation of the Common Property, (ii) the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in this Declaration, and (iii) the payment of all Common Expenses, all as more specifically set forth in the Governing Documents.

7.2 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Governing Documents. In the absence of a specific requirement that the approval of Members be obtained, the Board may act on its own through its proper officers.

7.3 Powers of the Association. The Association, acting by and through its Board, shall, in addition to those general and specific powers conferred upon it by law and those powers specified in its Articles and Bylaws, have the following specific powers:

- A. Except as may be limited by the Governing Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) which is, or upon its acquisition by the Association shall thereupon become, Common Property.
- B. To establish, levy, enforce and collect all Assessments.
- C. To establish, maintain and administer such capital expenditure reserves as shall, in the discretion of the Board, be necessary or desirable to assure the availability of funds for the care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property and all other easements and facilities, and for such other purposes as the Board shall, in its discretion, deem necessary.
- D. To sue or be sued and to defend any suits brought against it.
- E. Subject to any limitations contained within the Governing Documents, to borrow money in such an amount as may be reasonably required, in the discretion of the Board, to discharge and perform the

duties, obligations and responsibilities imposed upon it by the Governing Documents.

F. To employ such persons or to contract with such independent contractors or managing agents as may be reasonably required, in the discretion of the Board, in order for the Association to perform and discharge all or any part of the duties, obligations and responsibilities imposed upon it by the Governing Documents.

G. To provide equipment, facilities and personnel, or to contract with an independent contractor there for, to administer controlled access to and provide internal security services for and within the Property.

H. To take such steps as may be necessary, in the discretion of the Board, to enforce the provisions of this Declaration, including, without limitation, the employment of counsel and the prosecution of litigation.

I. All powers, rights and benefits of the Association shall be vested in the Board of Directors, which shall act for and on behalf of the Association.

7.4 Duties of the Association. In addition to all other responsibilities specified in the Governing Documents, the Association shall have the following specific duties, responsibilities and obligations when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

A. The maintenance, repair, preservation and protection of the Common Property, and all Improvements thereon, including any roadways, sidewalks, access gates and utilities, to the extent that the same have not been dedicated to the public, as and when deemed necessary by the Board.

B. Payment of the Common Expenses associated with the maintenance, repair, and operation of the Common Property, the management and administration of the business and affairs of the Association, and all Common Expenses for which provision is made in this Declaration.

C. Establishment, levy and collection of the Assessments provided for in this Declaration or which may otherwise be necessary, in the discretion of the Board, to provide and assure the availability of funds necessary to pay the Common Expenses or otherwise conduct the business and affairs of the Association.

D. In the event that an access gate or other barrier device is installed at the entrance to Property, to administer controlled access to and provide internal security services for and within the Property. However, neither the Association, nor any of its partners, members, officers, directors, employees or agents shall, in any manner or way, be deemed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or his family, tenants, guests, invitees, employees or agents, or of any property, whether real or personal, from time to time located within or upon the Property. Neither the Association, nor any of its partners, members, officers, directors, employees or agents shall be responsible or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Association to limit or control access to the Property or by reason of the ineffectiveness of any activities directed, conducted, maintained or supported by the Association for that purpose.

E. Payment of ad valorem taxes and personal property taxes, if applicable, with respect to the Common Property.

F. Taking any and all actions necessary, in the discretion of the Board, to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Governing Documents.

G. Conducting business of the Association, including arranging for ancillary administrative services such as legal, accounting, financial, and communication services, such as informing Owners of activities, meetings, and other events.

H. To provide adequate insurance protection for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection for the Association and its officers and directors, as well as for members of the ARC.

I. Acceptance of any instrument of conveyance with respect to any Common Property conveyed to the Association.

J. To establish and enforce such rules and regulations for the preservation, protection and use of the Common Property as the Board deems to be in the best interest of the Association and its Members.

K. To maintain, operate and repair the Surface Water Management System, and/or to cause such other Persons as may be legally responsible there for to maintain, operate and repair the Surface Water Management System (as the case may be). For purposes of this Declaration, the maintenance, operation and repair of the Surface Water Management System means the exercise of practices that allow the systems included therein to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by SWFWMD or the SWFWMD Permit. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by SWFWMD.

L. To engage in any and all other activities permitted to be engaged in by a corporation not-for-profit under the laws of the State of Florida, as may be necessary or appropriate for the achievement of the objects and purposes for which the Association has been created.

7.5 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

A. Such other services as are authorized in the Governing Documents;

B. Cleanup, landscaping, maintenance, dredging, water treatment or other care of ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property designated Common Property by Developer or the Association, to the extent that, in the judgment of the Board, such care would be beneficial to the Property, and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or by any other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

7.6 Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) the imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VIII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought or defenses asserted by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by two thirds (2/3) of the Members present at a meeting duly noticed for such action.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

8.1 Assessments for Common Expenses. In order to assure the availability of the funds necessary to pay Common Expenses associated with the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property and such additional Common Expenses as may be otherwise necessary, in the judgment of the Board, for the Association to perform its duties and obligations in accordance with the Governing Documents, and to otherwise carry out and accomplish the objects and purposes for which the Association has been created and established, each Lot and each Owner of such Lot shall, by the acceptance of a deed or other conveyance of title to the Lot, whether or not it shall be expressly stated in any such deed or other

conveyance, be obligated for and be deemed to have covenanted and agreed to pay to the Association all Assessments established, levied, and imposed by the Association pursuant to this Declaration.

8.2 Common Expenses. The Common Expenses for which Assessments shall be established, levied, enforced and collected by the Association pursuant to this Declaration shall be all costs and expenses incurred by the Association in the discharge and performance of the duties and obligations of the Association ' pursuant to the Governing Documents and in furtherance of the objectives and purposes for which the Association has been formed, created and established, including, without limitation, the following costs and expenses:

A. Those incurred in the management and administration of the business and affairs of the Association, including, without limitation, the salary or other compensation paid to the employees and consultants of the Association.

B. Those incurred in connection with the ownership, administration, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Common Property.

C. Reasonable reserves for repairs to and replacement of the Common Property.

D. Those incurred for utility services to the Association and the Common Property, including, without limitation, electric power for the common street lighting, irrigation systems, and trash collection and removal.

E. Those incurred for Common Property landscape installation, maintenance, replacement and irrigation.

F. Those incurred in the operation, maintenance, repair, and if necessary, the replacement, of the Surface Water Management System.

G. Those incurred for internal security services to the Property, including, without limitation, the construction, maintenance, repair and replacement of guardhouses or guard gates, the salaries of security guards, the purchase and maintenance of vehicles, communications equipment, security cameras and other similar equipment, whether the same are provided directly by the Association or by a security services contract with an independent contractor.

H. Those incurred in connection with the regulation of traffic on any streets or roads within the Common Property, including, without limitation, the acquisition, maintenance, care, repair and replacement of traffic control and other signs.

I. Those incurred as premiums on or for any insurance obtained by the Association, including, without limitation, fire, casualty, liability and other insurance covering the Common Property and health, medical, workman's compensation and other insurance covering employees of the Association.

J. All taxes paid by the Association, including, without limitation, ad valorem real and personal property taxes on the Common Property, if any.

K. Those incurred in connection with any payments by the Association for the discharge of any lien or encumbrance imposed upon the Common Property or any portion thereof.

L. Those incurred by the ARC in the performance of its duties and obligations pursuant to this Declaration, including, without limitation, the fees of or other compensation paid to consultants engaged by the ARC, including architects, landscape architects, engineers and attorneys.

M. Those incurred from time to time by any committees of the Association which are reasonably connected to the discharge of the duties and obligations of the Association pursuant to this Declaration.

N. Those incurred in connection with the acquisition and repayment of any loans made to the Association.

O. Those incurred in connection with the enforcement of the provisions of this Declaration or the other Governing Documents, including the fees, costs and expenses of any attorney retained or employed by the Association for that purpose.

8.3 Creation of the Lien of Assessments. All Assessments established, made, levied, or imposed by the Association pursuant to this Declaration, together with interest, late charges, costs and expenses, including any attorneys' fees associated with the collection thereof, shall be a charge and a continuing lien upon, and shall run with title to, each Lot against or with respect to which any such Assessment is made or levied.

8.4 Personal Liability for Assessments. In addition to the foregoing lien for Assessments, each Assessment, together with interest, late charges, costs and expenses, including any attorneys' fees associated with the collection thereof, shall also be the personal obligation and liability of the Owner of the Lot against which such Assessment is levied at the time of the levy. Personal liability for Assessments levied against and attaching to a Lot prior to the sale, transfer or other conveyance of such Lot shall not pass to the purchaser or transferee of title to the Lot unless such personal liability shall be expressly assumed by such successor in title as his or her personal obligation; provided, however, that no assumption of personal liability by a successor in title shall relieve any Owner from the personal liability and obligation for the payment of the Assessment.

8.5 Types of Assessments. The Association is hereby authorized and empowered to establish, levy, enforce and collect the following (collectively, the "Assessments"):

A. Annual General Assessments. An annual assessment for the Common Expenses estimated by the Association to be incurred by it during each calendar year in the performance of its duties and obligations pursuant to this Declaration (hereinafter referred to as an "**Annual General Assessment**").

(i) The amount of the Annual General Assessment for each calendar year shall be established by the Board not later than December 1 of the preceding year. The Board shall establish the Annual General Assessment for each calendar year based upon a pro forma operating statement or estimated budget for such calendar year which in turn shall be based, among other things, upon an estimate of the total Common Expenses likely to be incurred during such calendar year, taking into account the previous operating history of and any surplus funds (not including reserves) held by the Association, and the establishment of reasonable reserves for the maintenance and replacement of and repairs to the Common Property. The Association shall, not later than November 1 of each year, provide to each Owner a copy of the pro forma operating statement or estimated budget to be used by the Association in the establishment of the Annual General Assessment for the next succeeding calendar year. The total amount of the Common Expenses so estimated shall be divided by the total number of Lots within the Property in order to determine the amount of the Annual General Assessment for each Lot for such calendar year.

(ii) No later than December 16 of each year, the Association shall provide written notice to each Owner of the amount of the Annual General Assessment established for the next calendar year and the dates upon which the installments thereof shall be due and payable.

(iii) Unless otherwise determined by the Board, Annual General Assessments shall commence to accrue as to all Lots on the first day of the month following the first conveyance of a Lot by Developer to any third-party Owner.

(iv) In the event that the Association shall determine during any calendar year that the Annual General Assessment established for such calendar year is or will become insufficient to meet all Common Expenses for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the approximate amount of the deficiency of the Annual General Assessment for such fiscal year, issue a supplemental estimate of Common Expenses to all members of the Association and within thirty (30) days thereafter establish, levy, enforce and collect a supplemental Annual General Assessment for such calendar year.

(v) From and after the Turnover Date, the Association shall not establish, levy, enforce or

collect any Annual General Assessment which is increased over the amount of the Annual General Assessment for the immediately preceding calendar year by more than twenty-five percent (25%) without the approval of two-thirds (2/3) of the Members present at a meeting duly called for such purpose and of which written notice specifying the amount of the proposed increase is sent to each Member at least thirty (30) days prior to such meeting.

(vi) Annual General Assessments shall be due and payable in advance either annually or in monthly or quarterly installments, as determined by the Board. Such payments shall be due and payable without any further notice than that notice specified in subsection (ii) above.

(vii) The Annual General Assessment shall include an amount, as determined by the Board in its reasonable discretion, to be collected as reserves against future periodic maintenance, repair and replacement of all or any portions of the Common Property, or for such other purposes as shall be determined by the Board. The portion of the Annual General Assessment representing the amount collected as reserves shall be deposited into a separate interest bearing bank account, not commingled with any other funds of the Association, and held in trust by the Association until used for such purposes.

B. Capital Improvement Assessments. The Association is hereby authorized and empowered to establish, levy, enforce and collect "**Capital Improvement Assessments**" for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction or unexpected repair or replacement of any capital improvement to or upon the Common Property or the cost of the initial purchase or any subsequent unexpected repair or replacement of any fixtures, equipment or personal property purchased, repaired or replaced by the Association in furtherance of the discharge of its duties and obligations pursuant to this Declaration; provided, however, that any such Capital Improvement Assessment shall have the approval of Members holding not less than two-thirds (2/3) of the total votes in the Association, at a meeting duly called for such purpose and of which written notice specifying the nature and amount of the proposed Capital Improvement Assessment is sent to all Members at least thirty (30) days prior to such meeting. All sums collected as Capital Improvement Assessments shall be used only for the purpose for which such Capital Improvement Assessment has been approved, and such sums shall be deposited by the Association in a separate interest bearing bank account, not commingled with any other funds of the Association, and held in trust by the Association until used for such purposes.

C. Special Assessments. The Association is hereby authorized and empowered to establish, levy, enforce and collect from time to time "**Special Assessments**" for any purpose directly related to the discharge of its duties and obligations pursuant to this Declaration; provided, however, that such Special Assessment shall have the approval of two-thirds (2/3) of the Members present at a meeting duly called for such purpose and of which written notice specifying the nature and amount of the proposed Special Assessment is sent to all Members at least thirty (30) days prior to such meeting. All sums collected as Special Assessments shall be used only for the purpose for which such Special Assessment has been approved and such sums shall be deposited in a separate interest bearing bank account, not commingled with any other funds of the Association, and held in trust by the Association until used for such purposes.

D. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Owner's Lot as a "Specific Assessment" in the event the Owner fails to pay it when due and such default continues for 30 days after written notice from the Association to the Owner. These Assessments include but are not limited to; Fines levied under Article 9.2, Lot clean-up and mowing fees, Violation correction expenses and related administration fees, ARC enforcement fines and expenses.

E. Excise Taxes. The Association is hereby authorized and empowered to levy, enforce and collect from the Members, all excise taxes, if any, that from time to time may be imposed upon all or any portion of the Assessments established under this Article.

8.6 Funding of Association. In addition to the foregoing, upon the closing of the first sale of any Lot by Developer to a purchaser for value, and upon each resale of any Lot, the purchasing Owner shall make a funding contribution to the Association in an amount equal to six (6) months of the Annual General Assessment applicable to the Lot as of the date of closing (an "**Initial Funding Contribution**"), which shall be used by the Association for its working capital needs. Such payment shall not be refundable and shall not be applied as a credit against any Assessment (including any Annual General Assessment) theretofore or thereafter levied by the Association.

8.7 Quorum for Action Authorized Under Section 8.5. The quorum required at any meeting of the Association for any action authorized pursuant to Section 8.5 above shall be as follows: At the first meeting called for the purpose of taking any such action, the presence at such meeting, in person or by proxy, of Owners entitled to cast thirty percent (30%) of all of the votes of the Members shall constitute a quorum. If the required quorum is not forthcoming at such first meeting, a subsequent meeting may be called for the same purpose, subject to the notice requirements set forth in said Section 8.5, and the required quorum at any such subsequent meeting shall be one-half (1 /2) of the required quorum at the first meeting; provided, that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

8.8 Allocation of Assessments. All Annual General Assessments and any Capital Improvement Assessments or Special Assessments shall be uniformly allocated among the Members at an equal amount per Lot, and shall be collected on a uniform basis from the Owner of each Lot.

8.9 Remedies of the Association. Any Assessment, or installment thereof, not paid within thirty (30) days after its due date shall be delinquent and shall bear interest at the maximum rate from time to time permitted by law. The Association may bring an action at law against the Member personally obligated to pay the same, or may foreclose its lien against the Lot to which the Assessment relates. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosure, and without waiving or otherwise impairing the security of any of the Association's liens, or its priority. Any Member who fails to pay the Annual General Assessment, or installment thereof, for more than 90 days beyond the due date may have their voting rights suspended until such time as their delinquent payment amount, in whole, is duly received by the Management Company.

8.10 Foreclosure. The liens for sums assessed pursuant to this Article may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in the State of Florida under applicable law. In any such foreclosure, the Member against whom the action is filed shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and all such costs and expenses shall be secured by the lien foreclosed. The Member shall also be required to pay to the Association any Assessments against the Lot subject to the lien that become due during the period of foreclosure, which also shall be secured by the lien foreclosed and shall be accounted and paid as of the date title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the property foreclosed, or to acquire such property by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such property as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Court having jurisdiction of the foreclosure may enter a personal judgment against the Member for such deficiency.

8.11 Subordination of Lien. The lien against each Lot for the Assessments provided in this Article shall be subordinate to the lien of any First Mortgage on such Lot and said subordination is subject to the liability for past due assessments for foreclosing first mortgagees provided by Florida State Statutes. Sale or transfer of any Lot within the Property shall not affect the Assessment lien thereon. The Association shall report to any Mortgagee of a Lot any applicable Assessments remaining unpaid for more than thirty (30) days, provided such Mortgagee first shall have furnished the Association with written notice of the encumbrance, designating the Lot encumbered by a proper legal description, and stating the address to which notices shall be given. Any holder of a Mortgage on a Lot may, but is not required to, pay any amounts secured by any of the liens created by this Article; and, upon such payment, such holder shall be subrogated to all rights of the Association with respect to such liens, including priority.

8.12 Certificate of Assessments Due. The Association shall, upon the request of an Owner or any other interested party, furnish a certificate executed by its property manager, President, Secretary, Treasurer or any other officer duly authorized to make such statements on behalf of the Association, setting forth whether Assessments payable with respect to a particular Lot have been paid, the amount of the delinquency, if any, and the amounts of any outstanding and unpaid interest, late charges, penalties, costs of collection, including attorneys' fees and court costs, if any, associated with any such delinquent Assessments. The Association shall be entitled to charge and collect a reasonable fee for and as a condition precedent to the issuance of any such certificate.

8.13 No Defenses or Offsets. All Assessments shall be payable in the amounts and at the times specified in the notices of such Assessments that are provided by the Association to the Owners, and no defenses or offsets against the payment of such amount shall be permitted for any reason whatsoever, including, without limitation, any claim by an Owner that (i) the Association is not properly exercising its rights and powers or performing or discharging its duties and obligations as provided in the Governing Documents; (ii) such Owner has made or elected to make no use of the Common Property; (iii) such Owner has otherwise waived or elected to waive his membership in the Association; or (iv) the Association has suspended the right, privilege and easement of such Owner to use the Common Property.

8.14 Exempt Property. Notwithstanding anything to the contrary set forth in or otherwise implied from the terms and provisions of this Declaration, the Common Property shall be and is hereby made exempt from all Assessments of any kind, nature, type or character whatsoever. Additionally, any property, other than a Lot, which is owned by or dedicated to and accepted by any governmental body or agency, shall be exempt from any Assessments. All property otherwise exempted from taxation by the laws of the State of Florida or the United States of America shall also be exempt from all Assessments, but only upon the same terms as those on which the tax exemption is provided.

ARTICLE IX

ENFORCEMENT OF NON-MONETARY DEFAULTS

9.1 Non-Monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or any rules and regulations set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as set forth in the rules and regulations, the Association may pursue any or all of the following, at its option:

- A. Specific Performance. Commencement of an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be determined by the Board to be necessary under the circumstances, including injunctive relief;
- B. Damages. Commencement of an action to recover damages;
- C. Corrective Action. Any and all action determined by the Board to be reasonably necessary to correct such violation, which action may include, but is not limited to, the removal of any building or improvement for which the approval of the ARC has not been obtained, or the performance of any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any rules and regulations set forth by the Association.

9.2 Fine and Suspension. In the event of any non-monetary violation by any Member, Owner, or any tenant, guest or invitee thereof, of any of the provisions of the Governing Documents or of any of the rules and regulations promulgated by the Association, the Association or a committee duly appointed by the Board for such purpose, shall have the right to suspend the right, privilege and easement of such Member, Owner and its family, tenants, guests or other invitees to use the Common Property, or any portion thereof designated by the Association, for a period not to

exceed thirty (30) days for any single infraction after appropriate notice and opportunity for a hearing is given and held in accordance with the Governing Documents. The Association, or a committee duly appointed by the Board for such purpose, shall have the right to levy reasonable fines against any Member, Owner and their tenants, guests or invitees, for any non-monetary violation of any of the Governing Documents or of any of the rules and regulations promulgated by the Association, after appropriate notice and opportunity for a hearing is given and held in accordance with the Governing Documents. Such fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing given and held. It is expressly provided that such fines may exceed \$1,000 in the aggregate and that such fines singularly or in the aggregate of \$1,000.00 or more may become a lien.

9.3 Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees, costs and reasonable attorneys' fees through the appellate level, shall be a Specific Assessment as provided in Article VIII, assessed against the applicable Owner and Lot, and shall be due upon written demand by the Association.

9.4 Late Fees. Any amount due to the Association which is not paid within thirty (30) days of the date when due shall be subject to a late fee as set by the Board and shall bear interest at the maximum rate from time to time permitted by law.

9.5 No Waiver. The failure of the Association to enforce any right, provision or covenant granted to it in the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provision or covenant in the future.

9.6 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to the terms and conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of anyone or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional rights, remedies or privileges as may be granted to it or as it might have by law.

9.7 Enforcement. In addition to the foregoing, this Declaration may be enforced by the Association or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration and or the costs of collection and enforcement shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees through the appellate level.

9.8 Certificate as to Default. Upon request by any Owner or Mortgagee, the Association shall execute and deliver a written certificate as to whether the records of the Association indicate that such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

ARTICLE X

ARCHITECTURAL AND LANDSCAPE CONTROL

10.1 Reservation of Architectural and Landscape Control. In order to ensure that the development of the Property will proceed pursuant to a uniform plan of development and construction, with consistent architectural and landscape standards designed to create, maintain, preserve and protect a unique, attractive and harmonious physical environment, the right, privilege, power and authority to review, approve and control the design, placement, construction, erection and installation of any and all Improvements of any kind on the Property have been delegated to the Association. Such right and control shall be exercised in the manner hereinafter provided in this Article X.

10.2 ARC. The architectural and landscape review and control shall be administered and performed by an

architectural review committee (the "ARC" composed of not fewer than five (5) nor more than seven (7) persons appointed from time to time as hereinafter provided in Section 10.3 of this Declaration. The members of the ARC must be Owners or Members. A majority of the members of the ARC shall constitute a quorum for the transaction of any and all business of and the rendition of any and all decisions by the ARC. The action of a majority of such members as are present at a meeting of the ARC shall determine the action taken by the ARC at such meeting.

10.3 Appointment of ARC. The Association, acting by and through the Board, shall have the right to appoint and replace, from time to time, the members of the ARC.

10.4 ARC Powers. The purpose and function of the ARC is to (i) establish, develop and maintain a uniform plan of development and construction for the Property with consistent architectural and landscape standards, and (ii) review, approve and control the design and construction of all Improvements of any kind on the Property. The power to regulate granted herein includes the power to prohibit those uses or activities inconsistent with the provisions of this Declaration, or determined by the ARC to be contrary to the best interests of other residents of the Property in maintaining the value and desirability of the Property as a residential community. None of the Association, the ARC or any members thereof shall have any liability or obligation to any person or party to verify any plans and specifications or other materials submitted to and approved by it or to inspect any Improvements to assure compliance with the provisions of this Declaration.

10.5 All Improvements Subject to Approval. No buildings, structures, walls, fences, pools, docks, patios, lanais, decks, paving, driveways, sidewalks, landscaping, flagpoles, planting, irrigation, landscape device or object, or other improvement of any kind, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed or maintained upon the Property, nor shall any change or addition to, or alteration or remodeling of, the exterior of any existing or previously approved building, structure, or other improvement of any kind, including, without limitation, the painting of the same (other than paintings with the same color and type of paint which previously existed) be made or undertaken upon the Property, except in compliance with and pursuant to plans and specifications therefore which shall first have been submitted to and reviewed and approved in writing by the ARC.

10.6 Standards for Review and Approval. All reviews undertaken by the ARC, and their subsequent decision relating thereto, shall take into account (i) the objects and purposes of this Declaration, (ii) the purposes and function of the ARC, (iii) the type, nature, design, style, shape, size, scale, color, quality, quantity, texture and materials of the proposed structure or other improvement under review, (iv) its compatibility and harmony with other nearby structures, (v) its relation to the topography and other physical characteristics of its proposed location, and (vi) the character of the community in general. The ARC shall have the right to refuse to give its approval to the design, placement, construction, erection or installation of any structure or other improvement on the Property, which the ARC, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate.

10.7 Procedure for Review. The ARC may develop, adopt, and make available to all Owners and others who may be interested, either directly or through the Association, at a reasonable charge, reasonable rules and regulations governing the submission of plans and specifications to the ARC, and its subsequent review and approval of same.

10.8 Time Limitation on Review. The ARC shall either approve or disapprove any plans, specifications or other materials submitted to it within thirty (30) days after the same have been duly submitted to the ARC (i) by registered or certified mail, return receipt requested, or (ii) otherwise in accordance with any rules and regulations as have been adopted by the ARC. The failure of the ARC to either approve or disapprove the same within such thirty (30) day period shall constitute an approval of such plans, specifications and other materials; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this Declaration.

10.9 Duration of Approval. Any approval of plans, specifications or other materials by the ARC shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the

approved building, structure or other improvement has not commenced within said one (1) year period, the approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications or other materials previously approved. The prior approval shall not be binding upon the ARC on resubmission in any respect.

10.10 Inspection of Construction. Any member of the ARC or any officer, director, employee or agent of the Association may, but shall not be obligated to, enter any building, structure or other improvement, at any reasonable time, in order to inspect the same and ascertain whether or not any such building, structure or other improvement is being constructed or installed (or has been constructed or maintained) in compliance with this Declaration and the plans, specifications and other materials approved by the ARC.

10.11 Interior Alterations Exempt. Nothing contained in this Article X shall be construed to require the submission to or approval of the ARC of any plans, specifications or other materials for the reconstruction or alteration of the interior of any building, structure or other improvement constructed on the Property, unless any proposed interior construction or alteration will have the effect of changing or altering the exterior appearance of such building, structure or other improvement.

10.12 Exculpation. None of the ARC, the Association, or any individual member, officer, director, employee or agent of any of them, shall be liable or accountable in damages or otherwise to any Owner or other party by reason of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article X, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each Owner who submits plans, specifications or other materials to the ARC for consent or approval, by the submission thereof, shall be deemed to have agreed that he shall not be entitled to and shall not bring any action, proceeding or suit against the ARC, the Association, or any individual member, officer, director, employee or agent of any of them, for the purpose of recovering any such damages or other relief in connection with any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the ARC shall be reviewed and approved only as to their compliance with the provisions of this Declaration and in light of the standards for review and approval specified in this Declaration, and shall not be reviewed or approved for their compliance with any applicable Governmental Regulations, including, without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, none of the ARC, the Association, or any individual member, officer, director, employee or agent of any of them, shall have assumed or incurred any liability or responsibility whatsoever for any violation of Governmental Regulations or any defect in the design or construction of any building, structure or other improvement constructed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this Article X.

ARTICLE XI

USE RESTRICTIONS AND COVENANTS

The Property shall be subject to the following restrictions, reservations and conditions, which shall be binding upon Declarant and upon each and every Owner who shall acquire hereafter a Lot or any other portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns:

11.1 Residential Lots.

A. Each Lot shall be used, improved, and devoted exclusively to single family residential use and for no commercial purpose.

B. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than for residential use.

C. No one story residence constructed on a Lot shall be less than 3400 square feet in living area, exclusive of garage and porch square footage. No two story residence constructed on a Lot shall be less than 4000 square feet in living area, exclusive of garage and porch square footage.

D. The minimum roof pitch visible from the front of each residence shall be predominantly 5/12 or greater, however, the ARC may consider a pitch as low as 3/12 in certain design areas compatible with design features of the residence. Roofs may only be constructed of heavy weight asphalt, concrete or clay tiles, slate metal or similar materials.

E. As appurtenant to the residence, a private garage of sufficient size to house three (3) standard sized automobiles shall be constructed, which garage may be attached to the residence as an integral part thereof or may be detached; provided, however, that any and all garages must be constructed of the same material as the residence to which it is appurtenant, and shall, in architectural design and proportion, conform to the residence. Reasonable efforts shall be made to locate the vehicular entries to all garages such that they are side or motor court entries, as opposed to front entries. All garages must open and face the side of each Lot and may not open to or face the front of any Lot, except where such Owner of the Lot has obtained a written waiver and approval from the ARC, which may be withheld in its sole and absolute discretion.

F. No residence or building placed on a Lot shall be occupied in any manner prior to the installation on the Lot of a concrete or brick paver or driveway extending from the street to the garage without the prior written consent of the ARC. Any driveway material other than concrete or brick paver must be approved by the ARC in writing prior to the installation thereof.

G. It shall be the responsibility of each Owner to maintain, or cause to be maintained, their Lot during the period of construction of a building thereon. No construction or service vehicle shall be parked upon a Lot, street or right-of-way for any period in excess of the time such vehicle is actually being utilized for supplying labor, materials or service to the Lot. Each Lot shall be kept free from all manner of construction refuse and debris, which shall be removed from the Lot on a regular basis. Under no circumstance shall an Owner, or anyone acting by, through or under an Owner, allow any construction material, debris, refuse, earthen materials, or other materials of any kind, to be placed, spilled, kept or left upon any street. In the event any Owner fails to comply with any provisions of subparagraph (I), and such condition is not corrected or persists for more than seven (7) days following written notification to said owner by the Association, the Association shall have the light (but not the obligation) to remove such construction refuse and debris, and to clean the street, and charge the responsible Owner for the costs thereof, in which case the Association shall have a lien against such Owner's lot to secure payment of all costs and expenses incurred by the Association hereunder. For purposes of this paragraph, each Owner shall be conclusively presumed to be responsible for any and all contractors, material men and suppliers providing labor, materials or supplies to such Lot.

H. The work of constructing, altering or remodeling any building or dwelling on any Lot shall be prosecuted diligently from its commencement through its construction and until the completion thereof. Once commenced, failure to erect, construct and complete the project with reasonable diligence and within realistic time, the Association may levy daily fines against the owner, after due and proper 30 day notice has been made by the Association, the amount of which shall be as permitted by Florida State Statute. Notwithstanding the forgoing, no construction activity of any kind is allowed before 7am or after 7pm, Monday through Saturday or on Sundays. Failure to heed this stipulation will result in warnings (notice) being posted on the job site and sent to the owner. Should a third violation occur after two (2) warnings have been properly posted and sent, the Association may levy fines, of reasonable amount, against the owner and ban the contractor and/or sub-contractor from entering the Property.

I. Each Owner shall be responsible for finished lot grading of his/her Lot. All grading shall be in accordance with the grading plan for the Sanctuary on Livingston, as approved by the County and SWFWMD. No Owner shall in any way alter or modify, or permit to be altered or modified, any grade or elevation on any portion of the Property without the prior written consent of the Association and the County.

J. Prior to issuance of an occupancy permit, the Owner of each Lot shall submit a landscape plan for the review and approval of the ARC. The landscaping in the plan approved by the ARC must be planted prior to occupancy of the residence on the Lot.

K. Except as precluded by the County in Phase IV and V, each Owner shall, at the Owner's sole expense, install or cause to be installed a sidewalk extending parallel to the full street frontage of the Lot prior to the issuance of an occupancy permit for any residence upon such Lot. Such sidewalk shall conform in all respects to the requirements and specifications of the County. In the event any Owner fails to install or cause to be installed such sidewalk in accordance herewith and within the time specified herein, the Association shall have the right (but not the obligation) to install the sidewalk and charge the Owner for the costs thereof, in which case the Association shall have a lien against the Lot to secure the payment of all costs and expenses incurred by the Association hereunder.

L. All excavating and construction equipment and machinery which is not rubber tired shall only be loaded and unloaded within the boundary lines of the Lot upon which such excavating or construction is to be performed. In the event the County or the Association shall require the replacement or repair of damaged curbing or sidewalks upon or adjacent to a Lot within one (1) year following construction of a residence thereon, the Owner of such Lot shall, at the Owner's expense, repair or replace such sidewalks or curb in accordance with the requirements of the County. It shall be the responsibility of each Owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during construction of his residence. In the event any Owner fails to make such replacement or repairs, the Association shall have the right to charge the Owner and record a lien against the owner's property for all costs incurred by the Association in making such repairs or replacement.

M. No fences of any kind shall be placed or erected on any portion of the Property unless approved in writing by the ARC.

N. The Association Board and the ARC alone shall have the right to enforce the provisions of this Paragraph 11.1.

11.2 Commercial Activity. No business, commercial, industrial, trade, professional or other non-residential activity or use of any kind or description shall be conducted upon or from any Lot or the Improvements constructed thereon, except as approved by the Board.

11.3 Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise, undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Association, or any assignee of the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable Governmental Regulations, or for sprinkler systems for any portion of the Property.

11.4 Antennas, Aerials. Satellite Dishes and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers, citizen band (CB) radios or amateur band (ham) antennas shall be permitted on any portion of the Property except as approved in writing by the ARC. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the ARC as to its design, height, location and type; provided, however, that nothing contained herein is intended or shall be construed to require that an Owner obtain the approval of the ARC in order to attach to an exterior wall of the Owner's house, and to display in a respectful manner, one portable, removable United States flag.

11.5 Outside Lighting. Except as may have been installed initially by Developer, no spotlights, flood lights, or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow the light to disrupt other Owners without the prior written approval of the ARC.

11.6 Trees. Trees shall not be removed without the prior written approval of the ARC, though Owners may

replace existing trees on their Lots without the prior written approval of the ARC, provided the total number of trees on their Lot is not reduced.

11.7 Walls, Pens. No walls, dog runs, animal pens or similar structures of any kind shall be placed or erected on any portion of the Property unless approved in writing by the ARC.

11.8 Subdivision or Partition. No portion of any Lot shall be subdivided by any Person without the prior written approval of the Association.

11.9 Casualty Destruction to Improvements. In the event an Improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, not exceeding six (6) months following the occurrence of the incident, the Owner thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Lot. A destroyed Improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed, unless the prior written consent of the ARC is obtained.

11.10 Insurance Rates. Nothing shall be done or kept on any Common Property, which shall increase the insurance rates of the Association without the prior written consent of the Board.

11.11 Parking. Vehicles are not permitted to be parked overnight on roadways, grassed areas, sidewalks or parts of the Common Property not specifically designated for parking overnight.

11.12 Pets; Livestock and Poultry. No reptiles, livestock, poultry or animals of any kind shall be kept, bred or raised upon the Property, except for dogs, cats, birds, fish or other usual and customary types of urban household pets, provided that the same are not kept, raised, or maintained for business or commercial purposes, or in numbers deemed unreasonable by the Association, in the exercise of its reasonable discretion. Notwithstanding the foregoing, no reptiles, animals, birds or other pets may be kept, raised or maintained on the Property under circumstances which, in the reasonable discretion of the Association, constitute an unreasonable annoyance, nuisance or safety hazard or an unreasonable interference with the quiet use, occupation and enjoyment of the Property.

11.13 Signs. No signs shall be erected or displayed to the public view on any Lot, excepting only "For Sale" signs not exceeding six (6) square feet in surface area with the exception that any owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the home.

11.14 Laundry Lines. No outdoor laundry or clothes drying lines shall be visible to any other Lot.

11.15 Garbage Containers, Oil and Gas Tanks. All garbage and trash containers must be concealed within walled-in areas or landscaped areas approved by the ARC and otherwise in conformity with the applicable provisions of this Declaration. All garbage and trash containers shall be placed out on the day of collection in conformance with the rules of the County. No oil tanks or gasoline tanks shall be allowed on any Lot without the express written consent of the Board. Buried propane tanks are permitted. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

11.16 Pesticides, Herbicides and Fertilizers. No pesticides, insecticides, fungicides, herbicides, fertilizers or other deleterious substances shall be applied to the area below the top of the berm nearest the shore of any Lot fronting any body of water on the Property.

11.17 Prohibited Structures. No structure, including without limitation, trailers, tents, shacks, sheds, barns, tree houses or ancillary buildings shall be placed or erected on the Property at any time without the express written permission of the ARC.

11.18 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be committed on the Property. The Board, whose decision shall be final, shall decide any questions with regard to the interpretation of this section.

11.19 Window Treatment. No reflective foil, sheets, newspapers, or other similar material shall be permitted on any window or glass door.

11.20 Games and Play Structures. Except after first obtaining the prior written approval of the ARC, no basketball goals, hoops, backboards, play courts, sports courts, sports facilities, or any other basketball equipment or other equipment or the like may be constructed or installed on any portion of any Lot, or the Improvements constructed thereon. Temporary roll-out basketball goals are permitted during daylight hours only, and must be stored in a garage at night and when not in use. All toys, yard tools and other portable items shall be removed from exterior yards at night and when not in use.

11.21 Vehicles and Recreational Equipment. No Commercial Vehicle, passenger vehicle without current registration, mobile home, motor home, house trailer, utility trailer, horse trailer, camper, boat, boat trailer, personal water craft, jet ski, all terrain vehicle, bus or other similar recreational vehicle shall be permitted to be parked or to be stored at any place on any portion of the Property unless the same is parked wholly within a closed garage. For the purposes of this rule, "Commercial Vehicle" means any vehicle showing any commercial marking, signs, displays, or otherwise indicating a commercial use. Commercial Vehicles shall not include police or government automobiles.

The foregoing prohibitions shall not apply to temporary parking of Commercial Vehicles used for moving, pickup, delivery, repair, maintenance or construction of a Lot or any Improvements thereon and motor homes parked on driveways by visitors of owners of the same property upon which they are parked.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in any rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twenty-four (24) consecutive hours or for forty-eight (48) non-consecutive hours in any seven (7) day period, after appropriate notification by the Association. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, or of any criminal act by reason of such towing, and neither the removal nor the failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

11.22 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property unless (i) the maintenance or repairs are completed within two (2) hours after they are commenced, or (ii) the vehicle is parked within a garage during the entire period of such maintenance or repairs, with the exception that NO repair business is allowed, even if within the confines of a garage, on any portion of the Property.

11.23 Surface Water Management System.

A. No Construction or Maintenance Activities shall be conducted within the Surface Water Management System unless they are (i) permitted by applicable statutory or common law, (ii) permitted by rules promulgated by SWFWMD (or by such other governmental authority or authorities as may from time to time have jurisdiction thereof), or (iii) authorized by, or otherwise consistent with the conditions contained in, a permit or other written approval issued by SWFWMD (or such other governmental authority, as the case may be). As used herein, the term "Construction or Maintenance Activities" includes, but is not necessarily limited to, digging or excavation; the depositing of fill, debris or any other material or thing; the construction or alteration of any water control structure; any other construction that has the effect of modifying the Surface Water Management System; and any removal or destruction of wetland vegetation (whether by cutting, through the application of herbicides, or otherwise). Owners should address any questions regarding authorized

activities within the Surface Water Management System to the Permitting Department of SWFWMD.

B. Any violation of the restrictions set forth in subparagraph A above may result in SWFWMD's prosecution of appropriate action to enforce such restrictions or redress their violation, which may include (but will not necessarily be limited to) a civil proceeding seeking injunctive relief and/or monetary penalties.

C. Prior to any dissolution of the Association, the Association shall cause all of its rights, powers and duties hereunder with respect to the governance and maintenance of the Surface Water Management System to be assigned and delegated to such not for profit corporation or governmental authority as the Association may reasonably deem appropriate (and, to the extent the Association is then vested with title to the Surface Water Management System, it shall also convey such title to the same corporation or governmental authority).

D. The provisions of this Section 11.23 may not be modified without the prior consent of SWFWMD.

11.24 Compliance with Documents. Each Owner and his family members, guests, invitees, tenants, and their family members, guests, invitees and sub-tenants shall be bound by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment as provided in Article VIII. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions and other provisions of this Declaration shall not in any way limit or divest the right to enforce these provisions against the Owner or such other Person.

11.25 Other Restrictions Established by the Association. The Association shall have the power and authority to enact such other rules and regulations as it shall deem appropriate. All such restrictions shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Association modifies such restrictions or promulgates new restrictions.

11.26 Property Maintenance. Each Lot and all improvements and landscaping thereon shall at all times be kept and maintained in a safe, clean, neat, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and Improvements situated thereon in such a manner, the Owner shall be notified and given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right, but not the obligation, to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the Improvements located thereon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall constitute an obligation of the Owner to the Association payable upon demand and, subject to the notice period prescribed by Section 8.5D, shall also constitute a Specific Assessment secured by a lien upon the Owner's Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any First Mortgage.

11.27 No Implied Waiver. The failure of the Association to object in any form to an Owner's or other party's failure to comply with any provision of the Governing Documents shall in no event be deemed a waiver by the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to comply with this Declaration

11.28 Association Waiver. The Association shall have the right and authority to waive only in writing, signed

by the President of the Association, any violation that, in its reasonable discretion, it determines is not of a nature to defeat the intent and purpose of this Declaration. Any other purported waivers that are not in writing and signed by the President of the Association shall be of no force or effect.

11.29 Responsibility for Surface Water Management System. Declarant shall have limited liability only to the extent provided in and consistent with the SWFWMD permits relating to and with respect to the operation, maintenance or management of the Surface Water Management System.

ARTICLE XII **INDEMNIFICATION**

12.1 Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who is made a party to, or is threatened in writing to be made a party to, any legal action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association and within the constraints of the Sanctuary on Livingston's Policies, Rules of Conduct and Code of Ethics. 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, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

12.2 Extent of Indemnification. To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, such party shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith, and the indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, the Governing Documents, or by vote of the Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

12.3 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him, in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XIII **AMENDMENTS**

13.1 Amendment by the Association. The covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, or added to, at any time and from time to time, upon the approval of Members holding not less than one-half (1/2) of the total votes in the Association. Any amendment of this Declaration must be recorded in the Public Records to be effective.

13.2 Limitations on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of the Association to change, amend or modify the terms and provisions of this Declaration shall at all times be

limited as follows:

A. To the extent that particular rights or interests are expressly reserved to, conferred upon or granted to the County or SWFWMD pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are reserved, conferred upon or granted to such parties shall not be changed, amended or modified without the prior written consent and joinder of such parties;

B. This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to the Association, SWFWMD or the County, without the prior written approval of the applicable grantee, as the case may be, and any attempt to do so shall be void and of no force and effect.

C. This Declaration may not be changed, amended or modified in any fashion that would result in or facilitate the dissolution of the Association or the abandonment or termination of the obligation of the Association to provide for the maintenance of the Common Property or the Surface Water Management System, or the obligation of the Association to establish, levy, enforce and collect Assessments for such purposes.

D. This Declaration may not be changed, amended or modified in any fashion that would affect the use, operation or maintenance of the Surface Water Management System without the prior written consent and approval of SWFWMD.

E. This Declaration may not be changed, amended or modified in such fashion as to change, amend, modify, eliminate or delete the provisions of this Section without the prior written consent and joinder of Declarant, and to the extent of any proposed change, amendment or modification which shall affect the rights of the County or SWFWMD hereunder, the same shall require the written consent and joinder of the County or SWFWMD, as the case may be.

ARTICLE XIV **MISCELLANEOUS**

14.1 Duration. The provisions of this Declaration shall continue and be binding upon the Association and upon each Owner, from time to time, of any portion of the Property and their respective successors and assigns and all other persons, parties or legal entities having or claiming any right, title or interest in the Property, by, through or under any of them, for a period of sixty (60) years from the date this Declaration was recorded among the Public Records, after which time this Declaration and the covenants, conditions, restrictions and reservations set forth herein, as the same shall have been changed, amended or modified from time to time, shall be automatically extended for successive periods of ten (10) years each unless an instrument of termination is executed by the Association upon the approval of Members holding not less than ninety-five percent (95%) of the total votes in the Association, with the consent and joinder of the County and SWFWMD, and recorded among the Public Records at least one (1) year prior to the end of the initial term or any subsequent extension term of this Declaration. Each of the easements herein declared to be granted or reserved shall continue to be binding upon the Association and upon each Owner and all Owners from time to time of any portion of the Property and their respective successors and assigns and all persons, parties and legal entities claiming by, through or under any of them in perpetuity, unless any such easement shall have been changed, amended, modified, released or terminated by the execution and recordation among the Public Records of a written instrument or court order, as the case may be, which, in either case, is otherwise legally sufficient in all respects to effect any such change, amendment, modification, release or termination of any such easement.

14.2 Enforcement. Subject to the provisions of Section 14.3 of this Declaration, the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration, as changed, amended or modified from time to time, shall be enforceable by the Association and any Owner. Additionally, to the extent that

particular rights or interests are expressly conferred upon or granted to the County and/or SWFWMD pursuant to this Declaration, the particular terms and provisions of this Declaration conferring or granting such rights or interests shall also be enforceable by such parties. Those so entitled to enforce the provisions of this Declaration shall have the right to bring proceedings at law or in equity against the party or parties violating or attempting to violate any of said covenants, conditions, restrictions, easements or reservations or against the party or parties defaulting or attempting to default in their obligations hereunder in order to (a) enjoin any such violation or attempted violation or any such default or attempted default, (b) cause any such violation or attempted violation or default or attempted default to be cured, remedied or corrected, (c) recover damages resulting from or occasioned by or on account of any such violation or attempted violation or default or attempted default and (d) recover costs and expenses, including attorneys fees, incurred in connection with the enforcement of this Declaration.

14.3 Limitations on Enforcement Rights. Notwithstanding anything to the contrary contained with this Declaration, the right to enforce the provisions of this Declaration shall be subject to and limited by the following provisions:

A. The Association shall have the exclusive right to collect Assessments and enforce Assessment liens;

B. Only the Association shall have the right to enforce the provisions of Article X of this Declaration with respect to architectural and landscape control. It is expressly provided, however, that if the Association shall fail, refuse or be unable to commence enforcement of such provisions within thirty (30) days following written demand to do so from any Owner, any Owner who makes such demand and who otherwise has standing to do so, shall have the right to enforce the provisions of said Article X; provided, however, that such right of enforcement shall not include the right to seek judicial review of discretionary decisions made by the Association or the ARC, where the discretion to make such decision is expressly conferred pursuant to this Declaration;

C. To the extent that specific rights, interests or reservations are conferred upon or granted or reserved to specific parties pursuant to this Declaration only those parties upon or to whom or which such rights, interests or reservations are conferred, granted or reserved shall have the right to enforce the provisions of this Declaration relating to such rights, interests or reservations.

14.4 Constructive Notice and Acceptance. Every Person which shall hereafter have, claim, own or acquire any right, title, interest or estate in or to any portion of the Property, whether or not such interest is reflected upon the Public Records, shall be conclusively deemed to have consented and agreed to each and every term, provisions, covenant, condition, restriction, easement and reservation contained or by reference incorporated in this Declaration, whether or not any reference to this Declaration is contained in the document or instrument pursuant to which such Person acquired such right, title, interest or estate in the Property or any portion thereof.

14.5 Personal Covenants. To the extent that the acceptance or conveyance of a Lot creates a personal covenant between the Owner of such Lot and the Association or any other Owner or Owners, such personal covenant shall terminate and be of no further force or effect as to Assessments levied or claims that arise or accrue after the date on which a Person ceases to be an Owner.

14.6 Governing Law. The construction, validity, and enforcement of this Declaration shall be determined according to the laws of the State of Florida.

14.7 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and the Bylaws, and the Articles of Incorporation shall take precedence over the Bylaws.

14.8 Headings. Article and Section headings contained in this Declaration are for convenience and reference only and in no way define, describe, extend or limit the intent, scope or content of the particular Articles or Sections in

which they are contained or to which they refer and, accordingly, the same shall not be considered or referred to in resolving questions of interpretation or construction.

14.9 Usage. Whenever used herein the singular number shall include the plural, and the plural number shall include the singular and the use of any gender shall include all genders.

14.10 Time of Essence. Time is of the essence of this Declaration and in the performance of all covenants, conditions and restrictions set forth herein. Whenever a date or the expiration of any time period specified herein shall fall on a Saturday, Sunday or legal holiday, the date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

14.11 Notice. Any notice required or permitted to be given pursuant to the provisions of this Declaration shall be in writing and may be delivered as follows:

A. Notice to an Owner shall be deemed to have been properly delivered if delivered to the Owner's Lot, or if posted by hand somewhere on the Owner's Lot, whether said Owner personally receives said notice or not, or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice or to any other address that the Association locates or has on file, or if no such address shall have been furnished, then to the street address of such Owner's Lot. Any notice so deposited in the mail within the County shall be deemed delivered four (4) business days after such deposit. In the case of co-owners, any such notice may be delivered or sent to anyone of the co-owners on behalf of all co-owners and shall be deemed to be and constitute delivery on all such co-owners.

B. Notice to the Association shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address furnished by the Association or to the address of its principal place of business. Any notice so deposited in the mail within the County shall be deemed delivered two (2) business days after such deposit.

C. Notice to Declarant shall be deemed to have been properly delivered when placed in the first class United States mail, postage prepaid, to the address of its principal place of business. Any notice so deposited in the mail within the County shall be deemed delivered four (4) business days after such deposit.

D. The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner at the address shown on the records of the Association shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

14.12 Assignment of Declarant's Rights and Interests. The rights and interests of Declarant under this Declaration may be transferred and assigned by Declarant, in whole or in part, to any successor or successors to all or part of Declarant's interest in the Property by an express transfer, conveyance or assignment incorporated into any recorded deed or other instrument, as the case may be, transferring, conveying or assigning such rights and interests to such successor.

14.13 No Warranties. Declarant makes no warranties or representations, express or implied as to the binding effect or enforceability of all or any portion of the terms and provisions of or the covenants, conditions, restrictions, easements and reservations set forth in this Declaration, or as to the compliance of any of the same with public laws, ordinances and regulations applicable thereto.

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

Signed, sealed and delivered
in the presence of:

**SANCTUARY ON LIVINGSTON
HOMEOWNER'S ASSOCIATION, INC.,**
a Florida corporation.

Sign: _____

Print: _____

Sign: _____

Print: _____

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ___ day of _____ 2011, by _____ as the of **SANCTUARY ON LIVINGSTON HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. He/she ___ is personally known to me, or ___ has produced a valid driver's license as identification.

(NOTARY SEAL)

Name: _____

Notary Public -State of Florida

My Commission Expires: _____

JOINDER BY DEVELOPER

Developer hereby joins in the execution of this Declaration for the purpose of acknowledging its consent to the foregoing.

Signed, sealed and delivered
in the presence of:

Sign: _____

Print: _____

Sign: _____

Print: _____

HIGHLANDER DEVELOPMENT, INC.,
an Illinois corporation.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____ 2011, by _____ as the of **SANCTUARY ON LIVINGSTON HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. He/she ___ is personally known to me, or ___ has produced a valid driver's license as identification.

(NOTARY SEAL)

Name: _____

Notary Public -State of Florida

My Commission Expires: _____

EXHIBIT "A"

Legal Description

See legal description set forth in Declaration of Covenants and Restrictions for Sanctuary on Livingston on November 14, 2002 in O.R. Book 12151, Page 0347 and;

On October 30, 2002 as the Original and First Phase, Book 94, Page 36 and;

On February 13, 2004 as Phase II, Book 99, Pages 93 through 102 and;

On June 8, 2004 as Phase III, Book 100, Page 267 and;

On June 22, 2005 as Phase V, Book 104, Page 176
of the Public Records of Hillsborough County Florida, as amended modified from time to time.

EXHIBIT "B"

Articles of Incorporation of the Association

On file with Board of Directors and/or its Management Company

EXHIBIT "C"

Bylaws of the Association

On File with Board of Directors and/or its Management Company

