DOC# 20120178160 B: 10357 P: 1463
04/05/2012 08:46:55 AM Page 1 of 3
Rec Fee: $27.00
Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: PENNINGTON MOORE WILKINSO

PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa FL 33607

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR BELLA VIDA

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA VIDA (this "**Second Amendment**") is made this 19th day of MARCH, 2012, by M/I HOMES OF ORLANDO, LLC, a Florida limited liability company (the "**Developer**").

RECITALS

A. M/I HOMES OF ORLANDO, LLC, a Florida limited liability company, is the "Developer" under that certain Declaration of Easements, Covenants, Conditions and Restrictions for Bella Vida, as recorded on May 19, 2006, in O.R. Book 8652, Page 2873, of the Public Records of Orange County, Florida (the "**Original Declaration**"). The Original Declaration, together with that certain First Amendment to Declaration of Easements, Covenants, Conditions and Restrictions for Bella Vida, as recorded on October 29, 2007, in O.R. Book 9485, Page 4672, of the Public Records of Orange County, Florida (the "**First Amendment**") shall hereinafter be collectively referred to as the "**Declaration**."

B. Pursuant to Article XI, Section 11.5 of the Declaration, the Developer has the right at any time within six (6) years from the date of the Original Declaration to amend the Original Declaration to correct scrivener's errors and to clarify any ambiguities.

C. The description of permissible fence heights and materials in Section 5.14 requires clarification in order to provide sufficient privacy to Lots 1-12 which abut a retention area but which also are visible from commercial areas on roadways adjacent to the Property.

NOW THEREFORE, Developer hereby amends the Declaration as follows:

Words in the text which are lined through (~~————~~) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. In the event there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By: B. Malagarza Deputy Comptroller
Dated: 4/5/12

COUNTY COMPTROLLER SEAL ORANGE COUNTY, FLORIDA

3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Article V, Section 5.14 of the Declaration is hereby amended as follows:

Section 5.14 Fence. No fences on any Lot shall extend toward the front of any Lot beyond a setback of 15 feet towards the rear of a home from the front corner of the home on the Lot that is nearest the front lot line (15' back from the front of the house). The ACB may adjust the setback at their discretion for the fence due to the location of the abutting home, features thereof, or other features on that Lot, such as trees. No fence or wall shall exceed a height of six (6) feet. The composition, location, and height not specified herein of any other fence or wall to be constructed on any Lot shall be subject to the approval of the Architectural Control Board. Fences in the rear yards of Lots 1-12 shall be six (6) feet in height and shall be constructed of white tongue and groove PVC. Except for Lots 1-12, fences ~~Fences~~ in the rear yards of Lots abutting retention areas shall be no higher than five (5) feet in height and shall be constructed of black aluminum. Privacy around the perimeter of the aluminum fence shall be accomplished through landscape materials planted inside the fence perimeter (such as viburnum). No stockade or chain link fences shall be permitted on a Lot. All fences shall be made of aluminum or vinyl (PVC) and shall otherwise comply with guidelines promulgated by the ACB. No fence connecting to a perimeter wall shall at the intersection with the perimeter wall exceed the height of the perimeter wall. To the extent tapering is necessary to ensure no fence so exceeds the height of a perimeter wall, such tapering shall commence at a standard rate at least eight feet (8') before the intersection of the fence and wall. The Owner of any Lot containing a fence facing a right-of-way shall plant shrubs (such as viburnum) along the fence, between the fence and the right-of-way except where a gate opening is required including but not limited to fence viewed from the front of the home and fencing along side yards of corner lots. On odd shaped and corner lots, no fence shall be located closer to the right-of-way line than the home, unless approved by the ACB.

5. Article V, Section 5.23 of the Declaration is hereby amended as follows:

Section 5.23 Air Conditioning Units, Gas Storage Tanks & Other Exterior Equipment. No gas storage tank or air conditioning units, either central or wall type, shall be placed on the front of any dwelling, side yard of a corner lot or otherwise placed or located so as to be visible from any public street. All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall not be placed on the front of any Dwelling, side yard of a corner lot or otherwise placed or located so as to be visible from any public street.

6. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

7. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Orange County, Florida.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned being the Developer, has caused this Second Amendment to be executed by its duly authorized officers and affixed its company seal.

WITNESSES:

Print Name: PATRICIA COQUYT

Chandra M. McCarthy

Print Name: Chandra McCarthy

M/I HOMES OF ORLANDO, LLC,
a Florida limited liability company

By:

Name: P. Brian Dalrymple

Title: Vice President

{Company Seal}

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 19th day of MARCH, 2012, by P. Brian Dalrymple, as Vice President of **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced _____ as identification.

My commission expires:

Patricia A Smith

NOTARY PUBLIC, State of Florida at Large

Print Name PATRICIA A SMITH

PATRICIA A. SMITH
MY COMMISSION # DD 813407
EXPIRES: September 2, 2012
Bonded Thru Notary Public Underwriters

S:\Christian\MI Homes Orlando\Bella Vida\2nd Amendment2 - Bella Vida.docx

INSTR 20070711467
OR BK 09485 PG 4672 PGS=3
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
10/29/2007 10:07:27 AM
REC FEE 27.00

Prepared by and to be returned to:
Keith R. Waters
GRAHAM, BUILDER, JONES, PRATT & MARKS, LLP
369 North New York Avenue, Third Floor
Winter Park, Florida 32789

FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA VIDA

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA VIDA (the "Declaration") is made by **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company (the **"Developer"**), and amends that certain Declaration of Easements, Covenants, Conditions and Restrictions for Bella Vida dated May 8th, 2006 and recorded on May 19, 2006 in Official Records Book 8652 Page 2873, Public Records of Orange County, Florida (the **"Declaration"**).

WITNESSETH:

WHEREAS, pursuant to Section 11.5 of the Declaration, the Declaration may be amended by an instrument signed by Members entitled to cast not less than seventy-five percent (75%) of the votes; and

WHEREAS, Developer has the requisite votes to amend the Declaration, and Developer has satisfied all other conditions to amending the Declaration;

NOW, THEREFORE, the Developer hereby amends the Declaration by amending and replacing section 5.12 of the Declaration in its entirety as follows:

> 5.12 Vehicles. No vehicle may be parked in the Development ~~on the Property~~ except on ~~paved streets and~~ paved driveways appurtenant to a Dwelling. No inoperative vehicles shall be allowed to remain ~~on the Property~~ in the Development in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial truck, van, or trailer, or other commercial vehicle or equipment, and no motor home, house trailer, camper, boat, trailer for boat or other water craft, horse trailer, other recreational vehicle, or any other equipment (whether motorized or towed), (collectively the "Prohibited Vehicles") shall be permitted to be parked or stored at any place in ~~on~~ any portion of the Development ~~Property for a period longer than four (4) consecutive hours~~ unless parked within an enclosed garage or within an area of the Property expressly designated by the Developer for the placement of such vehicles~~.~~; provided, however, that commercial vehicles in the Development in connection with deliveries or actual work being done in the Development on behalf of the Association, or in a Dwelling on behalf of an Owner or other Occupant, shall be permitted to

park in the Development in connection with such deliveries or work for a period of time not to exceed the lesser of (a) the time required to complete the delivery or work, or (b) four consecutive hours. This prohibition on parking shall not apply to any vehicles of the Developer or its affiliates. For purposes of this Section, a commercial vehicle shall include: (a) any vehicle used by a business for the transportation of goods, equipment, materials and the like, or for the transportation of personnel; (b) any vehicle bearing the name of a business or other signage, commercial markings, or advertising (other than the name and logo of the vehicle's manufacturer); (c) any vehicle to which racks, railings, or other devices have been attached for the transportation of materials or equipment (other than the bed of an ordinary pickup truck); (d) any other vehicle not customarily used for personal or family transportation; or e) any vehicle including permanent attachments to the vehicle which exceeds 6 feet 8 inches feet in height. No vehicles or automobiles shall be permitted to be parked or to be stored on easement areas, buffer areas, or any drainage easement within the Property. No vehicles or automobiles shall be permitted to be parked or to be stored on road right-of-ways, except in designated and marked parking spaces, if any, and except for commercial vehicles in the Development under the exceptions set forth above for deliveries or work being performed in the Development or within a Dwelling. ~~within the Property for a period of twelve (12) consecutive hours or it remains in violation for a period of forty-eight (48) nonconsecutive hours in any seven (7) day period, and said time frames shall be cumulative for all vehicles associated with a Lot Owner (i.e. different vehicles can not be rotated in and out of the street).~~ Any vehicle parked in violation of this Section (or the rules and regulations from time to time adopted by the Association to implement this Section) may be towed by the Association at the sole expense and risk of the vehicle's owner if such vehicle remains in violation from the time a notice of violation is placed upon it. The Association shall not be liable to the owner of the vehicle for trespass, conversion, damages, or otherwise, by reason of such towing, and neither removal of the vehicle nor failure to provide notice of the violation to the vehicle's owner shall be grounds for relief of any kind. Once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

END OF AMENDMENT
SIGNATURE PAGE FOLLOWS THIS PAGE

Except as modified hereby, the Declaration shall remain unchanged and in full force and effect as originally recorded.

EXECUTED as of the 26th day of October, 2007.

Signed, sealed and delivered
in the presence of:

Katherine H. Anderson
Print Name: Katherine H. Anderson

Sandra Ceballos
Print Name: SANDRA CEBALLOS

M/I HOMES OF ORLANDO, LLC

By: J. C. L.
Jay C. Lewis
Area President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this 26th day of October 2007, by Jay C. Lewis, as Area President of M/I Homes of Orlando, LLC, a Florida limited liability company, executing the foregoing instrument on behalf of the limited liability company, freely and voluntarily and for the purposes stated herein. He is (a) ✓ personally known to me or (b) _____ produced as identification.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of October, 2007.

NOTARY PUBLIC
Signature: Colleen Kay Maguire
Print Name: COLLEEN KAY MAGUIRE
Notary Public, State of Florida
My Commission Expires: March 8, 2008

COLLEEN KAY MAGUIRE
MY COMMISSION # DD 297178
EXPIRES: March 8, 2008
Bonded Thru Notary Public Underwriters

INSTR 20060331807
OR BK 08652 PG 2873 PGS=82
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
05/19/2006 01:48:51 PM
REC FEE 698.50

Prepared by and to be returned to:
Keith R. Waters
GRAHAM, BUILDER, JONES, PRATT & MARKS, LLP
369 North New York Avenue, Third Floor
Winter Park, Florida 32789

DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA VIDA

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLA VIDA (the "Declaration") is made this 8th day of May, 2006, by **M/I HOMES OF ORLANDO, LLC**, a Florida limited liability company (the **"Developer"**), which declares hereby that the Property described in **Exhibit "A"** attached hereto and by reference incorporated in this Declaration, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens, and other matters set forth below. The address of the Developer is 237 S. Westmonte Avenue, Suite 111, Altamonte Springs, Florida 32714.

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property in Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof (the **"Property"**); and

WHEREAS, the Developer has established a land use plan for the Property and the Developer plans to develop the Property into single-family residential lots and cause or allow the construction on the developed lots of single-family detached residential dwelling units; and

WHEREAS, in order to preserve and protect the value and desirability of the Property, the Developer deems it prudent to place this Declaration of record and to subject the Property to the matters set forth below.

NOW, THEREFORE, the Developer hereby declares that all of the Property shall be held, sold, transferred, and conveyed subject to the following easements, restrictions, covenants, conditions, and other matters. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property as a residential community of high standards, quality, and beauty, and shall run with the Property and be binding on all of the parties having any rights, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner of the Property or any portion thereof.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless the context otherwise requires:

1.1 **"Association"** shall mean and refer to the BELLA VIDA AT TIMBER SPRINGS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns. The Association is a Neighborhood Association as defined in the Master Declaration.

1.2 **"Articles"** means the Articles of Incorporation of the Association, as may be amended from time to time, a copy of which is attached hereto and incorporated herein as **Exhibit "B"**.

1.3 **"Board of Directors"** or **"Board"** shall mean the directors serving as such from time to time under the Articles of Incorporation and the Bylaws of the Association.

1.4 **"Bylaws"** means the Bylaws of the Association, as may be amended from time to time, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**.

1.5 **"Common Area Improvements"** means the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, and other structures, equipment and facilities (except public utilities) situated or built on the Common Areas, if any.

1.6 **"Common Areas"** shall mean (i) those portions of the Property that are not included in any Lot and that are owned by the Association for the common use and enjoyment of the Owners; (ii) property designated as Common Areas in any recorded plat or future recorded supplemental declaration; (iii) property the Association does not own but is required to maintain; and (iv) property otherwise designated by the Developer as Common Areas, together with the landscaping and any improvements thereon, including, without limitation, any and all structures, including the outside portion of any walls built by the Developer bordering public rights-of-way contiguous to the Property, open space, conservation or preservation areas, drainage easements, mitigation buffer areas, littoral zones along retention/detention areas, walkways, swales and spreader swale areas, grass areas and upland buffer areas, signage areas and landscape buffer areas, landscape and wall buffer easement areas, parking areas, median strips in public streets, private streets, sidewalks, sprinkler systems, street lights and entrance features including the lighting, signage and landscaping of the entrance features, but excluding any public utility installations thereon. Common Areas also include easements in favor of the Association or that the Association must maintain. Common Areas also include Tracts A through N, inclusive, as shown on the Plat.

1.7 **"County"** means Orange County, Florida.

1.8 **"Declaration"** shall mean and refer to this Declaration, together with all supplements or amendments hereto, if any.

1.9 **"Developer"** shall mean and refer to M/I HOMES OF ORLANDO, LLC., a Florida limited liability company, its successors and assigns (subject to the terms, conditions, and restrictions as may be imposed on an assignment of Developer's rights). The Developer may assign all or any portion of

its rights hereunder; and Developer may assign all or any portion of its rights with respect only to specified portions of the Property. In the event of a partial assignment, the assignee shall not be deemed the Developer, but may exercise those rights of the Developer specifically assigned to it, if any. Any such assignment may be made on a non-exclusive basis.

1.10 **"Development"** shall mean BELLA VIDA, a single-family residential subdivision, and shall refer to the Property as it is developed pursuant to the Declaration, or any property annexed thereto in accordance with this Declaration.

1.11 **"Dwelling"** shall mean the residential dwelling constructed upon a Lot.

1.12 **"Institutional Lender"** shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Developer, or any affiliate of the Developer, or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

1.13 **"Local Government"** means Orange County, Florida.

1.14 **"Lot"** shall mean and refer to any portion of the Property, described by lot or fractional lot, or by metes and bounds, with the exception of the Common Areas, and intended to be conveyed by the Developer to builders or individual purchasers for the site of a single-family residence.

1.15 **"Master Association"** means Timber Springs Homeowners Association, Inc., pursuant to the Master Declaration. Each Lot Owner is hereby notified that the Property is subject to the jurisdiction of the Master Association, and that each Lot Owner is a member of the Master Association and is obligated to pay Neighborhood Assessments against its Unit as provided in Article IV below and more particularly in the Master Declaration.

1.16 **"Master Declaration"** means that certain Declaration of Covenants, Conditions and Restrictions for Timber Springs as recorded in Official Records Book 6810, Page 2310, Public Records of Orange County, Florida. Each Lot Owner is hereby notified that the Property is subject to the Master Declaration.

1.17 **"Member"** shall mean and refer to all those Owners who are members of the Association in accordance with this Declaration, the Bylaws, or the Articles of Incorporation.

1.18 **"Occupant"** means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

1.19 **"Owner"** shall mean and refer to the record owner, whether one or more person or entities, of the fee simple title to any Lot.

1.20 **"Plat"** shall mean any recorded plat of any portion of the Property and Additional Property for the development of **BELLA VIDA** as recorded in Plat Book 65, Page 90 of the Public Records of Orange County, Florida.

1.21 **"Property"** shall mean and refer to that certain real property heretofore described on Exhibit "A," and such additions thereto as may hereafter be properly brought within the jurisdiction of the Association.

1.22 **"Streets"** shall mean the areas designated for vehicular traffic and more particularly known as Tract A on the Plat, which area is not included in a Lot.

1.23 **"Surface Water or Stormwater Management System"** shall mean a system which is designed and constructed or implemented, pursuant to a permit issued by the Water Management District, a copy of which permit is attached hereto as **Exhibit "D"**, 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges, and shall include, but not be limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and associated buffer areas, and wetland mitigation areas.

1.24 **"Water Management District"** means the South Florida Water Management District, or any successor agency.

1.25 **"Turnover"** shall mean that point in time that members of the Association, other than Class B Members, as defined below, are entitled to elect at least a majority of the board of directors of the Association, and such election has occurred.

ARTICLE II
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Any person or entity who holds an interest in a Lot merely as a security for the performance of an obligation is not a Member.

2.2 Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners except the Developer (as long as the Class B membership shall exist, and thereafter, the Developer shall be a Class A Member to the extent it would otherwise qualify). Except as provided below, Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, they may exercise a total of only one vote for that Lot, and the vote for such Lot shall be exercised as set forth in the Bylaws.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each Lot owned by the Developer. The Class B membership shall cease and terminate and be converted to Class "A" membership on the happening of the earliest of the following events:

(a) at the time in which certificates of occupancy have been issued for ninety percent (90%) of the maximum number of residential Lots allowed for the Property;

(b) on the date which is ten (10) years after the recording of this Declaration; or

(c) upon voluntary conversion to Class A Membership by the Declarant;

provided always that such conversion shall not be effective sooner than the point in time at which certificates of occupancy have been issued for seventy percent (70%) of the Lots. At the time of conversion of the Class B membership to Class A membership, all Declarant's rights and obligations shall be transferred to the Association (unless otherwise specifically provided for in this Declaration, without the necessity of any action, formal or otherwise, to be taken by Declarant or the Association).

2.3 General Matters. When reference is made herein, or in the Articles, Bylaws, Rules and Regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the permitted votes of the Members (one vote per Lot) and not of the individual Members themselves.

ARTICLE III
PROPERTY RIGHTS IN THE COMMON AREAS; OTHER EASEMENTS

3.1 Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive, permanent and perpetual right and easement of enjoyment in, over, and upon the Common Areas for the intended use and enjoyment thereof in common with all other such Members, their tenants, agents and invitees, in such manner as may be regulated by the Association. No person entitled to use and enjoy the Common Areas may do so in any manner inconsistent with intended use or purpose of the Common Areas.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of the Property from time to time recorded.

(b) The right of the Association to adopt at any time and from time to time and enforce Rules and Regulations governing, among other things, the use of the Common Areas and all structures at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule or regulation so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(c) The right to the use and enjoyment of the Common Areas and facilities thereon shall extend to Owners and Occupants and their immediate family who reside in a Dwelling, and their guests, subject to regulation from time to time by the Association in its lawfully adopted and published Rules and Regulations.

(d) The right of the Developer to permit such persons as the Developer shall designate to use the Common Areas and all recreational facilities thereon (if any).

(e) The right of the Association to suspend for a reasonable time the rights of an Owner or Occupant, or their family members or guests, to use Common Areas as a result of the violation by the Owner, Occupant, family member or guest of any covenant, condition, or restriction contained in this Declaration.

3.2 Easement Appurtenant. The rights and easements provided in Section 3.1 shall be appurtenant to and shall pass with the title to each Lot.

3.3 Maintenance. Currently, Tracts B, I, M and N, as shown on the Plat, are being maintained by the Master Association. The Association shall insure Tracts B, I, M and N, and shall maintain in good repair and shall manage, operate and insure, and shall replace as often as necessary, all other Common Areas and Common Area Improvements, with all such work to be done as ordered by the Board of Directors of the Association. Further, should the Master Association ever cease to maintain Tracts B, I, M and N, the Association shall assume responsibility for maintenance of those Tracts. Maintenance of street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of the Developer's and its affiliates' responsibility to any governmental agencies of any kind with respect to the Common Area Improvements and the Common Areas and shall indemnify and hold the Developer and its affiliates harmless with respect thereto.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through Assessments (either general or special) imposed in accordance with this Declaration. No Owner may waive or otherwise escape liability for Assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas.

The Association shall maintain the outside portion of the fences or walls (the side thereof not facing the Property), if any, constructed by the Developer along the perimeter of the Property, or any portion thereof; whereas each Owner shall maintain the inside surface of that portion of any such fence or wall that lies on or adjoins the Owner's Lot, as well as any other fence or wall that is on the Owner's Lot. The Owner shall not make any changes in the perimeter fence or wall, if any, including, but not limited to, change of color or material of the fence or wall, without the express written approval of the Association.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System within the Development. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practice which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the surface water or stromwater management system shall be as permitted or, if modified, as approved by the Water Management District and the County.

The Developer has constructed drainage swales upon portions of the Property, including some or all Lots, for the purpose of managing and containing the flow of excess surface water, if any, found upon such the Property from time to time. Each Lot Owner shall be responsible for the maintenance, operation and repair of the swales on the his Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

Until Turnover of the Association and/or transfer of control of the subdivision infrastructure, all maintenance and repair of the Streets, sidewalks and the drainage system, including the stormwater detention/retention areas is the responsibility of the Developer.

3.4 Streets and Private Easement. Easements and Property Rights in the Streets within the Property shall be governed by the provisions of Article VI herein.

3.5 Utility Easements. Use of the Common Areas for utilities as well as use of the other utility easements as shown on relevant plats, shall be in accordance with the applicable provisions of this Declaration. The Developer and its affiliates, and its and their designees, shall have a perpetual easement over, upon, and under the Common Areas for the installation and maintenance of community or cable TV and security and other underground television, radio and security cables for service to the Lots and other portions of the Development.

3.6 Public Easements. Fire, police, health and sanitation, park maintenance, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

3.7 Ownership and Use.

(a) The Common Areas shall be for the nonexclusive joint and several use, in common, of the Developer and the Owners of all Lots that may from time to time constitute part of the Property and the Developer's and such Owners' tenants, guests and invitees.

(b) The Common Areas (or appropriate portions thereof) shall, upon the later of completion of any improvements thereon or the date when the first Lot with a residence built thereon within the Property has been conveyed to a purchaser (or at any time and from time to time sooner at the sole election of the Developer), be conveyed to the Association, which shall accept such conveyance.

(c) Beginning from the date on which this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas (whether or not then conveyed or to be conveyed to the Association or the Local Government as the case may be), such maintenance to be performed in a continuous and satisfactory manner; provided, however, that the Association shall be

relieved from the obligation to maintain Tracts B, I, M and N so long as such maintenance is being performed by the Master Association.

(d) The Common Areas cannot be mortgaged or conveyed without the affirmative vote of seventy-five percent (75%) of the Class A Members of the Association.

(e) It is intended that all real estate taxes assessed against that portion of the Common Areas owned or to be owned by the Association shall be proportionately assessed against and payable as part of the taxes of the Lots. However, notwithstanding the foregoing, in the event that any such taxes are assessed directly against the Common Areas, the Association shall be responsible for the payment of those taxes, including taxes on any improvements and any personal property located thereon.

(f) The Developer and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Property for the purpose of construction, reconstruction, repair, replacement, and/or alteration of the any Improvements or facilities on the Common Areas or elsewhere on the Property, that the Developer and its affiliates elect to effect, and to use the Common Areas and other portions of the Property for sales, displays, and signs of any portion of the Development.

(g) Without limiting the generality of the foregoing, the Developer and its affiliates shall have the specific right to maintain upon any portion of the Property sales, administrative, construction, and other offices without charge, and appropriate easements of access and use are expressly reserved unto the Developer and its affiliates, and its and their successors, assigns, employees, and contractors, for this purpose.

(h) Any obligation to complete portions of the Common Areas shall, at all times, be subject and subordinate to these rights and easements and to the above-referenced activities. Accordingly, the Developer shall not be liable for delays in such completion to the extent resulting from the above-referenced activities.

3.8 Other Easements.

(a) The Owner of each Lot shall have an easement of access over and upon adjoining Lots and the Common Areas for the purpose of allowing such Owner to maintain and repair air-conditioning compressors, air-conditioning equipment, meters, and other equipment serving such Owner's Lot which may be located on or near the Lot boundary, or that extend onto such adjoining Lots or Common Areas. Easements are reserved over each Lot and the Common Areas in favor of each other Lot and the Common Areas in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Areas or from the Common Areas to any Lot or Lots.

In the event any portion of any Lot (or of the improvements thereon) encroaches upon the Common Areas as a result of the construction, reconstruction, repairs, shifting, settlement, or moving of any portion of the Property, a valid easement for the encroachment is hereby created and granted. Notwithstanding the foregoing, no easement for an encroachment shall exist for any encroachment occurring due to the willful conduct of an Owner. The Association is hereby granted an easement, for itself and its contractors, over the Lot of each Owner for the purpose of enforcing the provisions of this

Declaration, and may go upon any Lot as necessary to remove or repair any cause or condition that constitutes a violation of any provision of this Declaration. If the Association, after notice to the Owner and failure to cure by the Owner (as more particularly provided below), does in fact exercise its right to cure such a cause or condition, then all costs incident to the Association's actions shall become the personal obligation of the Owner and be imposed as a lien against the Lot in the same fashion as if those sums represented monies due for unpaid assessments.

(b) The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance and operation of the Development. The Association shall be required to grant all easements or agreements as required by jurisdictional agencies as a result of the development of the Property into a subdivision.

(c) The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the Water Management District and the County.

3.9 Future Development Easements. In conjunction with the development of other surrounding lands (not necessarily abutting lands), the Association shall be required to grant the Developer and its affiliates, and their respective successors and assigns, upon request, necessary easements as required by jurisdictional agencies for the installation and maintenance of underground facilities and equipment such as water or line, sanitary sewers, storm drains, and electric, telephone and security lines, cables, and conduits, under and through the common area tracts and other lands owned by the Association as shown on the plats of the Property. In conjunction with the development of interconnected road networks of other surrounding lands (not necessarily abutting lands), the Association shall be required to grant the Developer and its affiliates, and their respective successors and assigns, upon request, necessary easements for ingress and egress as may be required by jurisdictional agencies through the common area tracts and other lands owned by the Association as shown on the plats of the Property. The Association shall not deed Common Areas or lands owned by the Association without prior written consent of the Developer.

3.10 Initial Engineer's Report. No earlier than one hundred eighty (180) days before turnover of the Association and/or transfer of control of the subdivision infrastructure, the Association must retain the services of a Florida-registered engineer experienced in subdivision construction (other than the engineer of record for the subdivision as of the date of the County's approval of the subdivision infrastructure construction plans, and engineers who are principals of, employed by, or contractors of the same firm as the engineer of record) to inspect the Streets, sidewalks and Surface Water Management System, including stormwater detention/retention areas, and prepare a report (the "Engineer's Report") certifying that the Surface Water Management System is functioning in accordance with all approved plans and permits, and recommending the amount of scheduled Maintenance and unscheduled repair that

likely will be needed each year for the Streets, sidewalks and Surface Water Management System (including stormwater detention/retention areas), in accordance with standards that may be established and revised from time to time by the County engineer or his or her designee, which recommends the amounts of money that should be deposited each year in the routine-infrastructure-Maintenance account, and determining what repairs, if any, are needed prior to turnover of the Association.

The Engineer's Report shall be signed and sealed by the engineer. The Association shall pay the cost of this initial Engineer's Report, and the Association may pay such cost from the routine-infrastructure-Maintenance account.

A copy of the initial Engineer's Report shall be provided to all Owners of Lots, blocks and Tracts and to the County engineer within fifteen (15) days after it is completed.

Any needed repairs or replacements identified by the Engineer's Report shall be completed by the Developer at the Developer's sole expense, prior to the either the Developer's turnover of the Association to the Owners of the subdivision or transfer of control of the subdivision infrastructure to the Association, whichever occurs first. Additionally, the Developer shall be required to post a cash bond with the Association for the estimated cost of such repairs or replacements to the Surface Water Management System only.

If turnover of the Association and/or transfer of control of the subdivision infrastructure occurs and the foregoing requirements have not been fulfilled, the rights of the Association, any of its Members and any and all Owners of the land in the subdivision to enforce these requirements against the Developer shall survive the turnover of the Association, with the prevailing party to be entitled to recover of its attorneys' fees and costs.

3.11 Subsequent Engineer's Report. Following turnover of control of the Association or turnover of control of the subdivision infrastructure:

(a) The Association shall obtain an inspection of the Streets, sidewalks and Surface Water Management System, including stormwater detention/retention areas, by a Florida registered engineer experienced in subdivision construction no less frequently than once every three years after the initial engineer's inspection;

(b) Using good engineering practices, and in accordance with standards that may be established and revised from time to time by the County engineer or his or her designee, or in accordance with such other standards as may be adopted from time to time by the Association, or in accordance with such standards as the Association's engineer may determine to be appropriate, the inspection shall determine the level of Maintenance and repair (both scheduled and unscheduled) needed, the amounts of funding needed each year for the next three years in the routine-infrastructure-Maintenance account to pay for such Maintenance and repair, and any repairs then needed;

(c) The inspection shall be in a written report format;

(d) A copy of each subsequent Engineer's Report shall be provided to each Owner of property in the subdivision within fifteen (15) days of completion of each such Report; and

(e) Within one hundred eighty (180) days of receipt of each tri-annual Engineer's Report, the Association shall complete all remedial work identified and recommended by the Engineer.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

4.1 Creation of the Lien and Personal Obligation of the Assessments.

(a) *Annual Assessments.* Except as provided elsewhere herein, each Owner of a Lot by acceptance of a deed or conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for the maintenance, management, operation, and insurance of the Common Areas, administration of the Association, and for funding other permitted or required activities of the Association, including capital improvement assessments, assessments for maintenance, and all other charges and assessments hereinafter referred to, all such assessments to be fixed, established, and collected from time to time as herein provided and in accord with all other provisions herein.

(b) *Special Assessments and Other Charges.* In addition, special assessments may be levied against particular Lots or Owners (to the exclusion of others). The Association may also levy other charges against specific Lots or Owners as contemplated in this Declaration.

(c) *Personal Obligation.* The annual, special, and other assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of the Lot against which the assessment is levied at the time when the assessment fell due and the obligation of all subsequent Owners until paid.

(d) *Uniformity.* Except as provided herein with respect to special assessments which may be imposed on one or more Lots and Owners to the exclusion of others, all assessments imposed by the Association shall be imposed against all Lots equally.

(e) *Initiation Assessment.* Each time a Lot is conveyed or title is otherwise transferred by an Owner to his successor, an initiation assessment of Two Hundred Fifty Dollars ($250.00) shall be due to the Association from either the new Owner or the conveying Owner. Each initiation assessment shall be paid to the Association concurrent with the conveyance or other transfer of title, and shall constitute a lien against the applicable Lot until paid in full. The Board of Directors may from time to time increase the initiation assessment. The initiation assessment shall not increase by more than fifteen percent (15%) of the previous initiation assessment during any calendar year unless the Owners approve by majority vote a greater increase. The initiation assessments may be used in the discretion of the Board of Directors for any purpose for which the annual assessment may be used. The initiation assessment may sometimes be referred to below as the "initiation fee."

(f) *Neighborhood Assessments by Master Association.* In addition to the Assessments provided for above, each Lot and its Owner are subject to Neighborhood Assessments pursuant to the Master Declaration which may be collected by the Association as Assessments under this Declaration and remitted to the Master Association. Neighborhood Assessments include Initiation

Assessments, Annual Assessments, Special Assessments and Individual Assessments, all as more particularly provided in the Master Declaration.

All references in the Declaration to "Assessments" shall be deemed to include reference to any and all of the aforesaid charges whether or not specifically mentioned.

4.2 Purpose of Assessments. The annual Assessments levied by the Association shall be used exclusively for maintenance of the Common Areas (including walls), for certain Lot maintenance performed by or at the direction of the Board as provided for in this Declaration, for capital improvements, insurance, cash reserves (if any), and for promoting the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, their guests and tenants, all as provided for herein. Payment of taxes on the Common Areas shall be a purpose of the Association and shall be paid by the Association from Assessments. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures, swales and drainage easements.

4.3 Specific Damage. Owners (on their behalf and on behalf of their children, guests and other Occupants) causing damage to any portion of the Common Areas as a result of misuse, negligence, failure to maintain, or otherwise shall be directly liable to the Association for the cost of repairing damages or otherwise remedying the effects of their actions, and a special Assessment may be levied therefor against such Owner or Owners. Such special Assessments shall be subject to all of the provisions hereof relating to other Assessments, including, but not limited to, the lien and foreclosure procedures.

4.4 Exterior Maintenance. Each Owner, except as contemplated specifically herein, shall maintain the structures and grounds on his Lot at all times in a clean and attractive condition as provided elsewhere herein. Upon an Owner's failure to do so, the Association may at its option, after giving the Owner ten (10) days written notice sent to his last known address, or to the affected Lot, cut that portion of the grass, weeds, shrubs, and vegetation which the Owner is to maintain when and as often as the Association deems necessary in its judgment, and dead trees, shrubs, and plants removed from such Lot, and other areas resodded or landscaped, or the Association may otherwise do that which the Association deems necessary to place that Lot and the improvements thereon in full compliance with this Declaration; and all expenses of the Association for work performed or actions taken under this provision shall be a lien and special Assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor or other service provider in its sole discretion.

4.5 Commencement of Annual Assessments; Initial Assessment; Due Dates; Increases.

(a) The annual Assessments provided for in this Article shall commence as to all Lots as of the date on which the County issues its certificate of completion for the Streets, drainage system and other related improvements for Bella Vida and shall be applicable through December 31 of such year; provided however, if no plat has been recorded as of that date, the obligation to collect and pay assessments shall commence as of the date the plat is recorded in the Public Records of Orange County,

Florida. Each subsequent annual Assessment shall be imposed for the year beginning January 1 and ending December 31.

The Association shall impose and collect Assessments against each Lot in Bella Vida, including Lots owned or controlled by the Developer and by any builder, without exception. The Assessments must be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to each of the required Association accounts contained in this Declaration.

Notwithstanding the foregoing, if in the opinion of the County engineer, the subdivision infrastructure has substantially deteriorated at the time a plat is approved, the County may require an additional payment of Assessments by the Developer to address the loss of useful life of the deteriorated subdivision infrastructure.

(b) The annual Assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarter-annual installments if so determined by the Board of Directors.

(c) The initial annual Assessments for the calendar year ending on December 31, 2006, shall be One Thousand Three Hundred Dollars $1,300.00.

(d) The due date of any special Assessment shall be fixed in the Board resolution establishing such Assessment.

(e) At least thirty (30) days before the expiration of each calendar year, the Board will prepare and distribute to each Owner a proposed budget for the Association's operations during the next ensuing calendar year. If such budget requires an annual Assessment of 115% or less of the annual Assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing calendar year without further notice to any Owner. If such budget requires an annual Assessment that is more than one hundred fifteen percent (115%) of the annual Assessment then in effect, then the Board shall call a special membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes of those Members present and voting is sufficient for such approval, and the Assessment approved will take effect at the commencement of the next ensuing calendar year without further notice to any Owner. If the proposed Assessment is disapproved, a majority of the votes will determine the annual Assessment for the next ensuing calendar year, which may be in any amount not exceeding that stated in the meeting notice.

(f) The Assessment amount (and applicable installments) for a given calendar year may be changed by the Board at any time from that originally stipulated or from any other Assessment that is in the future adopted, so long as the change does not result in a new Assessment of more than 115% of the current Assessment for the period to which the new Assessment applies. The original Assessment for any year shall be levied for the calendar year, but the amount of any revised Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

4.6 Establishment of Accounts. In addition to any other accounts established and maintained by the Association for the deposit of assessments, the Association shall establish and maintain the following separate accounts for as long as this Declaration is in force as follows:

(a) A routine-infrastructure-Maintenance account which shall be for the monies designated from assessments for scheduled Maintenance and for unscheduled repair of the Streets, Surface Water Management System, including the stormwater detention/retention areas, sidewalks, curbing, bike paths, traffic-control signage and other Association infrastructure appurtenant to the Streets and Surface Water Management System. The monies on deposit in the routine-infrastructure-Maintenance account may also be used for scheduled Maintenance and unscheduled Maintenance and repair of the entrance and exit gates and their related facilities, provided always that the Maintenance and repair of the Streets and Surface Water Management System shall take priority over the Maintenance and repair of the gates and related facilities. The monies in the routine-infrastructure-Maintenance account may be used by the Association or the Developer with written consent of the Board of Directors of the Association for the purposes stated herein.

(b) A capital-repair/streets account which shall be for the monies designated from assessments for resurfacing and related reconstruction of the Streets in the subdivision, generally every twelve (12) years after issuance by the County of the certificate of completion for the Streets. The monies on deposit in the capital-repairs/streets account may not be expended earlier than the 12th anniversary of the issuance of the certificate of completion for the Streets without the consent of no less than a simple majority of the Owners (excluding Developer) in the subdivision, which consent may consist of a written consent and/or voting consent at a meeting called in accordance with the By-Laws of the Association, and the consents will only be valid if obtained after turnover of the subdivision infrastructure to the Association. Under no circumstances may the monies in the capital-repairs/streets account be expended before the Developer turns over control of the subdivision infrastructure to the Association.

(c) A capital-repair/drainage pond account which shall be for the monies designated from assessments for major repair and reconstruction of stormwater detention/retention areas of the Surface Water Management System, generally every ten (10) years after issuance by the County of the certificate of completion for the Surface Water Management System. The reconstruction and repair of the detention/retention areas will include, but not be limited to, dredging and sediment removal. The monies on deposit in the capital-repair/drainage pond account may not be expended earlier than the 10th anniversary of the issuance of a certificate of completion for the Surface Water Management System without the written consent of no less than a simple majority of the Owners (excluding Developer) in the subdivision, which consent may consist of a written consent and/or voting consent at a meeting called in accordance with the By-Laws of the Association, and the consents will only be valid if obtained after turnover of the subdivision infrastructure to the Association. Under no circumstances may the monies in the capital-repair/drainage pond account be expended before the Developer turns over control of the subdivision infrastructure to the Association.

(d) A capital-repair/other infrastructure account which shall be for the monies designated from assessments for major repair, reconstruction, resurfacing and replacement of other parts of the infrastructure related to the Streets and Surface Water Management System, such as the stormwater conveyance systems, sidewalks, curbing and bike paths. The monies on deposit in the capital-repairs/other infrastructure account may also be used for the major repair, reconstruction and replacement

of the entrance and exit gates and related facilities, provided, always, that the repair, reconstruction, and replacement of the former items of infrastructure related to Streets and Surface Water Management System shall take priority over the repair, construction and replacement of the entrance and exit gates and their related facilities.

Each of the foregoing accounts must be asset accounts kept separate and apart from all other funds and accounts of the Association, and for accounting purposes the Association may not commingle these accounts either with each other or with other funds and accounts of the Association. However, notwithstanding the foregoing, the monies in the above accounts may be commingled with monies in other Association accounts for banking and investment purposes, and may be pooled with other Association monies in a common investment program, so long as the financial books and records of the Association account for these monies separately and apart from other Association monies and keep such monies earmarked for the purposes set forth hereinabove. All earnings from the investment of monies in the required Association accounts shall remain in their respective accounts and shall follow their respective principal.

Prior to the turnover of the Association, and/or transfer of control of the subdivision infrastructure, the Developer may expend monies in the routine-infrastructure-maintenance account for such maintenance and repair, but only with the written consent of the board of directors of the Association.

Insufficiency of monies in the routine-maintenance account shall not act to relieve the Developer of any responsibility to maintain and repair the Streets, sidewalks, and drainage system (including the stormwater retention/detention areas) properly prior to Turnover of the Association and/or transfer of control of subdivision infrastructure.

4.7 Required Funding of Accounts. The Association shall fund each of the accounts established in Section 4.6 above in accordance with the following requirements from annual assessments, or if necessary, special assessments:

(a) Routine-infrastructure-Maintenance account. The Association must deposit each year into the routine-infrastructure-Maintenance account an amount of money sufficient to perform all scheduled Maintenance and unscheduled repair of the Streets, Surface Water Management System and other infrastructure during the subsequent year. The amount deposited, when added to investment earnings, must be no less than the amounts recommended by the Engineer's Report required elsewhere herein. The deposits required by this subsection shall be increased as needed to include amounts sufficient to cover the cost of Maintenance and repair of the entrance and exit gates and their related facilities which are to be paid from the routine-infrastructure Maintenance account.

(b) Capital-repair/streets account. The Association must deposit each year into the capital-repair/streets account an amount sufficient for the Streets to be resurfaced and, as related to the resurfacing, reconstructed no less frequently than every twelve (12) years, and the amount must be estimated by the Developer and approved by the County prior to issuance of a certificate of completion for the Streets. Deposits to the account must begin in the year in which the County issues its certificate of completion and must be completed no later than the year of the 12th anniversary of the issuance of the certificate. The amount deposited by the Association must be no less than one-twelfth (1/12th) of the

estimate approved by the County. However, after turnover of the Association, the schedule of deposits may be altered such that one or more annual deposits is less than one-twelfth ($1/12^{th}$) of the estimate, but only if a simple majority or more of all Owners in the subdivision consent in writing and/or by voting at a meeting called in accordance with the By-Laws of the Association to approve the altered schedule. If the Owners in the subdivision consent in writing to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the 12-year period being equal to or in excess of the estimate approved by the County. At the end of each 12-year period, the Association shall update the estimated cost of resurfacing and, as related to the resurfacing, reconstructing the Streets at the end of the next 12-year period, taking into consideration actual costs incurred and expected increases in road construction costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the capital-repair/streets account prior to the end of the 12-year period, the amount of deposits to the account in the remaining years shall be adjusted so as to ensure that the account contains an amount sufficient at the end of the 12-year period to pay the costs of all expected repair and/or reconstruction and resurfacing requirements.

(c) Capital-repair/drainage pond account. The Association must deposit each year into the capital-repair/drainage pond account an amount sufficient for the stormwater detention/retention areas of the Surface Water Management System to be restored and repaired no less frequently than once every ten (10) years, and the amount must be estimated by the Developer and approved by the County prior to the issuance of a certificate of completion for the Surface Water Management System. Deposits to the account must begin in the year the County issues its certificate of completion for the Surface Water Management System and must be completed no later than the year of the 10^{th} anniversary of the issuance of the certificate. The amount deposited each year by the Association must be no less than one-tenth ($1/10^{th}$) of the estimate approved by the County. However, after turnover of the Association, the schedule of deposits may be altered such that one or more annual deposits is less than one-tenth ($1/10^{th}$) of the estimate, but only if a simple majority or more of all Owners in the subdivision consent in writing and/or by voting at a meeting called in accordance with the By-Laws of the Association to approve the altered schedule. If the Owners in the subdivision consent in writing to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the 10-year period being equal to or in excess of the estimate approved by the County. At the end of each 10-year period, the Association shall revise and update the estimate of the cost of restoring and repairing the stormwater detention/retention areas at the end of the next 10-year period, taking into consideration actual costs incurred and expected increases in drainage system construction costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the capital-repair/drainage pond account prior to the end of the 10-year period, the amount of deposits to the account in the remaining years shall be adjusted so as to ensure that the account contains an amount sufficient at the end of the 10-year period to pay the costs of all expected restoration and repair requirements.

(d) Capital-repair/other infrastructure account. The Association must deposit each year into the capital-repair/other infrastructure account an amount sufficient for other subdivision infrastructure related to the Streets and Surface Water Management System such as stormwater conveyance systems, sidewalks, curbing and bike paths, to be reconstructed and/or repaired no less frequently than once every fifty (50) years, and the amount must be approved by the County prior to issuance of a certificate of completion for those improvements. Deposits to the account must begin in the year in which the County issues its certificate of completion for those improvements and must be completed no later than the 50^{th} anniversary of the issuance of the certificate. The amount deposited each

year by the Association must be no less than one fiftieth ($1/50^{th}$) of the estimate approved by the County. However, after turnover of the Association, the schedule of deposits may be altered such that one or more annual deposits is less than one-fiftieth ($1/50^{th}$) of the estimate, but only if a simple majority or more of all Owners in the subdivision consent in writing and/or by voting at a meeting called in accordance with the By-Laws of the Association to approve the altered schedule. If the Owners in the subdivision consent in writing to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the 50-year period being equal to or in excess of the estimate approved by the County. At the end of each 50-year period, the Association shall update the estimated cost of reconstructing and/or repairing improvements, taking into consideration actual costs incurred and expected increases in reconstruction and repair costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the capital-repair/other infrastructure account prior to the end of the 50-year period, the amount of deposits to the account in the remaining years shall be adjusted so as to ensure that the account contains an amount sufficient at the end of the 50-year period to pay the cost of all expected reconstruction and/or repair requirements.

4.8 Financial Reports and Other Requirements. Each year the Association shall cause a financial report of the required Association accounts set forth in Section 4.6 above to be performed and prepared and a copy of the report shall be submitted to each Owner of property in the subdivision within the time frame required under the "Financial Reporting" requirements of Chapter 720, Florida Statutes. At a minimum, the report shall confirm the existence of each of the required Association accounts and report the amounts of deposits into and the expenditures from each account during the prior year, along with an itemization of the expenditures from the required Association accounts. Finally, the financial report shall disclose whether any of the required Association accounts has on deposit less than the amount required under the provisions of Section 4.7 above.

4.9 Forced Assessment. If at any time the Association fails to levy, collect or enforce assessments for the Maintenance of Common Areas, or if the Association fails to maintain assessments at a level allowing for adequate maintenance, the County shall have the right to levy, collect and enforce assessments for Maintenance of common Areas or to cause the assessments to be at a level allowing for adequate maintenance, and shall be entitled to all rights and remedies available to the Association, as provided for herein, including lien rights. In addition, the South Florida Water Management District and the County shall have the right to levy, collect and enforce assessments with respect to the operation, maintenance and repair of the Surface Water Management System in the event the Association fails to do so or fails to maintain assessments at a level allowing for adequate maintenance and repair.

4.10 No Assessment. It is specifically provided that no property owned by the County or any other governmental entity shall be subject to assessments levied by the Association.

4.11 Duties of the Board of Directors.

(a) The Board of Directors shall fix the commencement date and the amount of the Assessment against each Lot subject to the Association's jurisdiction for each calendar year at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

(b) Written notice of the Assessment shall be sent to every Owner subject thereto thirty (30) days prior to the due date for payment of the first installment thereof, except as to emergency Assessments. In the event no such notice of a change in the Assessments for a new assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein.

(c) The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association reporting on the status of Assessments on a Lot is binding upon the Association as of the date of its issuance. The Association may delegate to a management company, financial institution, or mortgage company responsibility for collection of Assessments.

(d) The Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms, or corporations (including affiliates of the Developer) for management services. The Association shall have all other powers provided in its Articles of Incorporation and Bylaws.

4.12 Effect of Non-Payment; the Personal Obligation; the Lien; Remedies of the Association.

(a) If the Assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such Assessments (or installments) shall become delinquent and shall thereupon, together with late charges, interest, and the cost of collection thereof as hereinafter provided, become a continuing lien on the Lot which shall bind that Lot in the hands of the then Owner, his heirs, personal representatives, successors, and assigns. The personal obligation of the then Owner to pay such Assessment shall pass to his successors in title and recourse may be had against either or both.

(b) If any installment of an Assessment is not paid within thirty (30) days after the due date, at the option of the Association, a late charge not greater than five percent (5%) of the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges; provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid), and, in the Board's discretion, the next 12-months of installments may be accelerated and become immediately due and payable in full, and all such sums shall bear interest from the dates when due until paid at the highest lawful rate.

(c) The Association may bring an action at law against the Owner(s) personally obligated to pay the Assessment or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments and late charges are unpaid and may foreclose the lien (in the manner to foreclose a mortgage) against the Lot on which the Assessments and late charges are unpaid. The Association may pursue one or more of such remedies at the same time or successively, and reasonable attorneys' fees and costs of preparing and filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such Assessments, late charges, and interest. In the event a judgment is obtained, such judgment shall include all such sums as above

provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to reasonable attorneys' fees in connection with any appeal of any such action, if the Association is successful in the appellate court. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

(d) In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable Assessment or budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special Assessments against such Lot may be levied by the Association for such purpose.

(e) No Owner acquiring title to a Lot against which an Assessment is delinquent shall be entitled to enjoy or use the Common Areas until such time as all unpaid and delinquent Assessments due and owing from the selling Owner have been paid; provided, however, that the provisions of this sentence shall not be applicable to the mortgages and purchasers contemplated by the Section below in this Article entitled "Subordination of the Lien." The Board shall also have the right to suspend any or all voting rights of any Owner who has failed to pay annual Assessments due from him within ninety (90) days after such Assessments become due.

(f) It shall be the legal duty and responsibility of the Association (as hereinafter contemplated) to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder. Notwithstanding the foregoing obligations, the Association may compromise or settle any claim(s) for delinquent Assessments upon terms which the Board, in its sole discretion, deems reasonable and in the best interest of the Association.

(g) All Assessments, late charges, interest, penalties, fines, reasonable attorneys' fees, and other sums provided for herein shall accrue to the benefit of the Association.

(h) Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner.

4.13 Subordination of the Lien. The lien of the Assessments provided for in this Article shall be a lien superior to all other liens except real estate tax liens and the lien of any mortgage to any Institutional Lender now or hereafter encumbering a Lot. Notwithstanding the foregoing, an Institutional Lender mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through, or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any Assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an Assessment divided equally among, payable by, and a lien against all Lots subject to assessment. No purchaser at a foreclosure sale, and no persons claiming by, through, or under an Institutional Lender acquiring title to a Lot through foreclosure or a deed in lieu thereof, shall be

personally obligated to pay Assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

4.14 Access at Reasonable Hours. The Association, through its duly authorized agents or employees or independent contractors, shall have the right, after ten (10) days notice to the Owner, to enter upon any Lot at reasonable hours on any day for the purpose of performing exterior maintenance on the Lot, and shall also have a reasonable right of entry upon any Lot to make emergency repairs or to do other work reasonably necessary for the proper maintenance or operation of the Development.

4.15 The Developer's Assessment. Except for any infrastructure Assessments, the Developer, as a Lot Owner shall be relieved from the obligation of paying Assessments levied against the Lots owned by the Developer, but instead shall be obligated to pay any operating expenses incurred by the Association that exceed the Assessments receivable from other Members and other income of the Association. The Developer may at any time elect in lieu of paying operating deficits as provided above, to pay the same Assessments as are paid by other Owners, in which event Developer shall no longer be obligated to pay the operating deficits.

4.16 Trust Funds. The portion of all annual Assessments collected by the Association for reserves for future expenses, and the entire amount of all special Assessments, shall be held by the Association for the Owners of all Lots, as their interest may appear, and may be invested in interest-bearing or non-interest bearing accounts, in certificates of deposit, in money market accounts, or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

4.17 Homeowner's Documents, Books and Papers. The Association shall have current copies of the Declaration, the Bylaws of the Association, the Articles of Incorporation, the Rules and Regulations for the Property, and the books, records, and financial statements of the Association available for inspection, upon request, during normal business hours, to Members and Institutional Lenders, and to holders, insurers, or guarantors of any first mortgage on any Lot. The Association may adopt reasonable rules governing the frequency, time, location, notice, and manner of such inspections, and may impose fees to cover the Association's costs of providing copies of such records. Provided, however, said records shall be made available for inspection by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access.

4.18 Reserves for Replacement. The Association may establish and maintain, out of regular Assessments for common expenses, an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements to the Common Areas.

4.19 Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the Assessments created herein.

ARTICLE V
CERTAIN RULES AND REGULATIONS

5.1 Applicability. The provisions of this Article V shall be applicable to all of the Property (and the Owners thereof) but shall not be applicable to the Developer or property owned by the Developer.

5.2 Land Use and Building Type. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family house not to exceed two (2) stories or thirty-five (35) feet in height. The minimum square footage of any residence shall be one thousand (1,000) square feet under heat and air conditioning. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by the Developer or its affiliates (unless such changes are made by the Developer) without the consent of the Architectural Control Board as provided below. No screening of porches or screen doors shall be allowed on the front facade of homes. No trailer house, manufactured, or otherwise prefabricated house shall be permitted on any Lot.

5.3 Easements. Easements for installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats covering the Property, as shown on the final surveys, and as provided herein. Within these easements, no structure, planting, or other material may be placed or permitted to remain that will interfere with, damage, or prevent the maintenance of utilities or obstruct or retard the flow of water through drainage channels in the easements, or otherwise prevent or impede the intended use of the easement, except with the consent of the Board of Directors and the appropriate governmental agency. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installation for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and the Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance of underground facilities and equipment such as water line, sanitary sewers, storm drains, and electric, telephone and security lines, cables, and conduits, under and through the utility easements as shown on the plats of the Property. The Developer and its affiliates, and its and their designees, successors, and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio, television, and security lines within platted utility easement areas. All utilities and lines within the Development, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

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

5.5 Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, or recreational vehicle, shall be permitted on the Property at any time or used at any time as a residence, either temporarily or permanently, except by the Developer and its affiliates or other builders during construction.

5.6 Signs. No sign of any kind shall be displayed on any Lot, except only one sign of not more than five (5) square feet advertising the Lot for sale or for rent (in locations and in accordance with design standards approved by the Architectural Control Board), or any sign used by a builder to advertise the company during the construction and sales period. No sign of any kind shall be permitted to be placed on the outside walls of a residence or on any fences on the Property, nor on the Common Areas, nor on dedicated areas, if any, nor on entry ways within the Property, except such as are placed by the Developer or its affiliates.

5.7 Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in the Property, nor on dedicated areas, nor shall oil wells, tunnels, mineral excavations, or shafts be permitted upon or in the Property. No derrick or other structure designed for use boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot or any portion of the Property.

5.8 Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except household pets (in such numbers as the Board may permit) that are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to defecate on any Common Areas, except any areas designated by the Association, and Owners shall be responsible to clean up any improper defecations. In no event shall dogs be permitted upon the Common Areas unless leashed. For purposes hereof, "household pets" shall mean dogs, cats, caged domestic birds, and fish. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any and all fines, penalties, claims, demands, expenses, costs, obligations, and liabilities of any kind or character arising from or relating to the pet. Pets shall also be subject to applicable rules and regulations.

5.9 Visibility at Intersection. No obstruction to visibility at street intersections or Common Area intersections shall be permitted, and visibility clearances shall be maintained as required by local law.

5.10 Architectural Control.

(a) No building, wall, fence, swimming pool, or other structure or improvement of any nature (including landscaping or exterior paint or exterior finish) shall be created, placed, applied, altered, or maintained on any Lot until the construction plans, specifications, and a plan showing the location of the structure, landscaping, and intended exterior materials as may be required by the Architectural Control Board have been approved in writing by the Architectural Control Board named below, and all necessary governmental permits are obtained.

(b) Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon a Lot only in accordance with the plans and

specifications and plot plan so approved by the Architectural Control Board and with applicable governmental permits and requirements.

(c) Refusal by the Architectural Control Board (ACB) of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds.

(d) Any change in the exterior appearance of any building (including any change in the exterior color of the building), wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval under this provision.

(e) The Architectural Control Board shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph.

(f) The Architectural Control Board shall be appointed by the Board of Directors of the Association. A majority of the Architectural Control Board may take any action the Architectural Control Board is empowered to take, may designate a representative to act for the Architectural Control Board, and may employ personnel and consultants to act for it. In the event of death, disability, or resignation of any member of the Architectural Control Board, the remaining members shall have full authority to designate a successor. The members of the Architectural Control Board shall not be entitled to any compensation for services performed pursuant to this covenant. The Architectural Control Board shall act on submissions to it within forty-five (45) days after receipt of the same (and all further documentation required).

(g) Without limiting the generality of Section 5.1 hereof, the foregoing provisions shall not be applicable to the Developer or its affiliates or to construction activities conducted by the Developer or such affiliates.

5.11 Exterior Appearance and Landscaping. The paint, coating, stain, and other exterior finishing colors and materials on all residential buildings may be maintained as that originally installed without prior approval of the Architectural Control Board. However, prior approval by the Architectural Control Board shall be necessary before any such exterior finishing color or material is changed. The Lot landscaping (except for that portion to be maintained by the Association, if any), including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained by the Owner or by the Association, as provided elsewhere herein, as originally installed, unless the prior approval for any change, deletion, or addition is obtained from the Architectural Control Board. Lot Owners shall mow grass; edge driveways, sidewalks and curb lines; weed planting areas; broom or remove dirt, clipping, and leaves from walks, drives and roads; and trim hedges which would give the appearance of weekly yard maintenance during peak growing seasons (i.e. may not need weekly mowing in winter months, but leaf raking may be required).

5.12 Vehicles. No vehicle may be parked on the Property except on paved streets and paved driveways. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in a garage and not visible from the street or any other Lot. No commercial truck, van, or trailer, or other commercial vehicle or equipment, and no motor home, house trailer, camper, boat, trailer for boat or other water craft, horse trailer, other recreational vehicle, or any other equipment (whether motorized or towed), (collectively the "Prohibited Vehicles") shall be permitted to be parked or

stored at any place on any portion of the Property for a period longer than four (4) consecutive hours unless parked within an enclosed garage or within an area of the Property expressly designated by the Developer for the placement of such vehicles. This prohibition on parking shall not apply to any vehicles of the Developer or its affiliates. For purposes of this Section, a commercial vehicle shall include: (a) any vehicle used by a business for the transportation of goods, equipment, materials and the like, or for the transportation of personnel; (b) any vehicle bearing the name of a business or other signage, commercial markings, or advertising (other than the name and logo of the vehicle's manufacturer); c) any vehicle to which racks, railings, or other devices have been attached for the transportation of materials or equipment (other than the bed of an ordinary pickup truck); (d) any other vehicle not customarily used for personal or family transportation; or e) any vehicle including permanent attachments to the vehicle which exceeds 6 feet 8 inches feet in height. No vehicles or automobiles shall be permitted to be parked or to be stored on easement areas, buffer areas, or any drainage easement within the Property. No vehicles or automobiles shall be permitted to be parked or to be stored on road right-of-way within the Property for a period of twelve (12) consecutive hours or it remains in violation for a period of forty-eight (48) nonconsecutive hours in any seven (7) day period, and said time frames shall be cumulative for all vehicles associated with a Lot Owner (i.e. different vehicles can not be rotated in and out of the street). Any vehicle parked in violation of this Section (or the rules and regulations from time to time adopted by the Association to implement this Section) may be towed by the Association at the sole expense and risk of the vehicle's owner if such vehicle remains in violation from the time a notice of violation is placed upon it. The Association shall not be liable to the owner of the vehicle for trespass, conversion, damages, or otherwise, by reason of such towing, and neither removal of the vehicle nor failure to provide notice of the violation to the vehicle's owner shall be grounds for relief of any kind. Once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting such notice stating that it was properly posted shall be conclusive evidence of proper posting.

5.13 Garbage and Trash Disposal. No garbage, refuse, trash, or rubbish shall be deposited, dumped, or disposed of within the Property, except as permitted by the Association. The requirements from time to time of the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Containers must be no less than twenty (20) gallons, or more than thirty-two (32) gallons in capacity, and well sealed, or otherwise comply with Local Government requirements, if any. Such containers may not be placed out for collection sooner than twenty-four (24) hours prior to scheduled collection and must be removed within twelve (12) hours of collection. No trash container when stored shall be visible from street (i.e. located in garage, back yard, or side yard screened with hedge or fence. In the event that governmental disposal or collection of waste is not provided to individual Lots, garbage, refuse, trash, or rubbish shall be deposited by each Owner in a dumpster designated by the Association and shall be collected by a private entity hired by the Association.

5.14 Fence. No fences on any Lot shall extend toward the front of any Lot beyond a setback of 15 feet towards the rear of a home from the front corner of the home on the Lot that is nearest the front lot line (15' back from the front of the house). The ACB may adjust the setback at their discretion for the fence due to the location of the abutting home, features thereof, or other features on that Lot, such as trees. No fence or wall shall exceed a height of six (6) feet. The composition, location, and height not specified herein of any other fence or wall to be constructed on any Lot shall be subject to the approval of the Architectural Control Board. Fences in the rear yards of Lots abutting retention areas shall be no

higher than five (5) feet in height and shall be constructed of black aluminum. Privacy around the perimeter of the aluminum fence shall be accomplished through landscape materials planted inside the fence perimeter (such as vibernum). No stockade or chain link fences shall be permitted on a Lot. All fences shall be made of aluminum or vinyl (PVC) and shall otherwise comply with guidelines promulgated by the ACB. No fence connecting to a perimeter wall shall at the intersection with the perimeter wall exceed the height of the perimeter wall. To the extent tapering is necessary to ensure no fence so exceeds the height of a perimeter wall, such tapering shall commence at a standard rate at least eight feet (8') before the intersection of the fence and wall. The Owner of any Lot containing a fence facing a right-of-way shall plant shrubs (such as vibernum) along the fence, between the fence and the right -of-way except where a gate opening is required including but not limited to fence viewed from the front of the home and fencing along side yards of corner lots. On odd shaped and corner lots, no fence shall be located closer to the right-of-way line than the home, unless approved by the ACB.

5.15 No Drying. To the extent lawful, no clothing, laundry, or wash shall be aired or dried out of doors on any portion of the Property.

5.16 Unit Air Conditioning, Reflective Materials & Window Treatments. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door, or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Control Board for energy conservation purposes. No stickers, decals, flags, signs, or lights of any kind shall be placed on inside or outside of windows or doors. No temporary or permanent interior or exterior window treatments shall be allowed such as sheets, cardboard, or newspaper.

5.17 Metal Out Buildings. No out-buildings or sheds of any kind shall be constructed or placed on any Lot.

5.18 Garages. All residences must have at least two-car garages. No carports are permitted. All garage doors must be maintained in operating condition. No garage may be converted to living space without the prior approval of the Architectural Control Board.

5.19 Landscaping. The basic landscaping plan for each house must be submitted to and approved by the Architectural Control Board. St. Augustine sodding and sprinkler system will be required on all yards. Yard shall mean all the land within the property boundaries which is not paved and the land between the property line and the back of curb of the roadway. Meandering sidewalks and street trees shall be placed according to the approved subdivision construction plans.

5.20 Swimming Pools. Any swimming pool constructed on any Lot shall be subject to the following restrictions, reservations, and conditions:

(a) On interior Lots, the outside edge of any pool shall be setback from the side and rear Lot lines distances at least equal to the setbacks required for the residence on that Lot either by this Declaration or by applicable zoning restrictions, whichever setback distance is greater. Corner Lots will be reviewed by the Architectural Control Board on an individual basis.

(b) Pool screening must be approved in advance by the ACB.

(c) No overhead electrical wires shall cross the pool. All pool lights other than underwater lights must be four (4) feet from the edge of the pool.

(d) The pool itself must be enclosed with a screen enclosure and otherwise protected as required by applicable laws.

5.21 Antennas and Dishes. No exterior antennas, aerials, satellite dishes, or other apparatus greater than one (1) meter in diameter for the transmission of television, radio, satellite, or other signals shall be placed, allowed, or maintained upon any portion of a Lot. No short wave operations of any kind shall operate from any Lot. Provided, however, the placement and location of antennas, aerials, satellite dishes, or other apparatus that are less than or equal to one (1) meter in diameter shall be subject to reasonable restrictions of the Architectural Control Board and when feasible shall be placed out of view from roadway.

5.22 Water Supply System. No individual water supply system shall be permitted on any Lot without the approval of the Architectural Control Board. The above does not restrict the right of any Owner to install, operate, and maintain a water well on the premises for use restricted to swimming pool and/or irrigation purposes.

5.23 Air Conditioning Units, Gas Storage Tanks & Other Exterior Equipment. No gas storage tank or air conditioning units, either central or wall type, shall be placed on the front of any Dwelling, side yard of a corner lot or otherwise placed or located so as to be visible from any public street. All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be placed on the front of any Dwelling, side yard of a corner lot or otherwise placed or located so as to be visible from any public street.

5.24 Waterfront Lots. Owners of Lots fronting retention ponds will not be permitted to construct docks, floating or otherwise, boat davits, pier, or other structures in retention ponds. No swimming or water skiing, and no boats in excess of eighteen feet (18') in length, will be permitted in lakes or retention ponds and no gasoline (combustion) engines will be permitted. If docks on lakes allowed by jurisdiction zoning codes, Owners of Lots shall have all dock structures into lakes approved by ACB.

5.25 Conservation/Preserve Lots. Owners of Lots fronting preserve or conservation areas are prohibited from dumping trash, debris, or landscape material of any kind whatsoever in said area or otherwise disturbing the natural state of said areas. Owners are prohibited from constructing any improvements or structures in said areas (e.g., walkway, fencing, or the like); clearing existing vegetation; or otherwise altering the conservation/mitigative areas without the prior approval of any city, the County, State of Florida and other applicable jurisdictional agencies requiring permit approval.

5.26 Increase in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Common Areas.

5.27 Casualties. In the event that improvements on a Lot, in whole or in part, are destroyed by casualty or otherwise, or in the event any improvements upon the Common Areas are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration.

5.28 Yard Accessories and Play Structures. All yard accessories and play structures, including basketball backboards, treehouses, and any other fixed games, shall be located in the rear yard of the home (behind back wall of the home), except that, in the case of the home on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted. All yard accessories and play structures on all Lots including side yard views on corner Lots shall be obstructed from view at the street by a 6' solid fence and landscaping approved by the ACB. No permanent basketball poles or backboards are permitted. Portable basketball poles and backboards are allowed only when in use and must otherwise be stored out of sight.

5.29 Tree Removal and Landscaping. Except by the Developer, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ACB; provided, however, trees located within six feet (6') of the location of the Dwelling as approved by the ACB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ACB has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot.

5.30 Conservation Easements or Tracts. If any conservation easement or conservation tract is specifically designated as such on any plat of the Property, then the following provisions shall apply:

(a) Pursuant to the provisions of Section 704.06, Florida Statutes, Developer has granted to the Water Management District (the "District") a conservation easement in perpetuity over the property described in the Conservation Easement recorded on March 28, 2004, in Official Records Book 7466, Page 834, Public Records of Orange County, Florida. Developer granted the Conservation Easement as a condition of permit number 4-095-70776-9 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife, and wetland functions.

(b) Purpose. The purpose of the Conservation Easement is to assure that the Conservation Easement Areas will be retained forever in their existing natural condition and to prevent any use of the Conservation Easement Areas that will impair or interfere with the environmental value of these areas.

(c) Prohibited Uses. Any activity in or use of the Conservation Easement Areas inconsistent with the purpose of the Conservation Easement is prohibited. The Conservation Easement expressly prohibits the following activities and uses:

(i) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.

(ii) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(iii) Removing, destroying or trimming trees, shrubs, or other vegetation.

(iv) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(v) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(vi) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(vii) Acts or uses detrimental to such retention of land or water areas.

(viii) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

(d) Responsibilities. The Developer, its successors and assigns, are responsible for the periodic removal of trash and other debris which may accumulate in the Conservation Easement Areas.

(e) Rights of District. To accomplish the purposes stated in the Conservation Easement, the Developer conveyed the following rights to the District:

(i) To enter upon and inspect the Conservation Easement Areas in a reasonable manner and at reasonable times to determine if Developer or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.

(ii) To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Conservation Easement Areas that may be damaged by any activity inconsistent with the Conservation Easement.

(f) Amendment. The provisions pertaining to the Conservation Easement may not be amended without the prior written approval of the District.

5.31 Developer Reservation. Any provision of this Declaration to the contrary notwithstanding, until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association shall interfere with the completion of Developer's planned improvements and the sale of the Lots. Developer may make such lawful use of the unsold Lots and the Common Property, without charge, as may facilitate such completion and sale,

including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Developer from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Developer from any of the following:

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

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

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

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

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

(f) Filing Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property as provided in this Declaration, or otherwise limit or impair the Developer from effecting any action which may be required of Developer by any city, the County, or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property; or

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

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

5.32 Ramps. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

5.33 Mailboxes. A mailbox installed by an Owner must be a U.S. Postal Service-approved mailbox that also meets the requirements of the ACB.

5.34 Address Plaque. Each Owner shall maintain on his Lot a plaque containing the street address of the Lot of a size and style approved by the ACB.

5.35 Yard and House Ornaments and Flags. Exterior sculpture, flags, and similar items, including, but not limited to, the following: pink flamingoes or similar displays; landscape bolders; white rocks (tan rocks are approved for mulch material under hedges); driveway lighting; stepping stones; bird baths; water fountains; wall decorations such as family names; wall planters; and swings; must be approved by the ACB; provided, however, that nothing herein shall prohibit the appropriate display of one portable, removable United States flag in a respectful way, or the display in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, of portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Holiday or religious decorations may be tastefully displayed (as determined by the ACB) between December 1 and January 15.

5.36 Solar Collectors. Solar collectors shall not be permitted without the prior written consent of the ACB. Any approval of the ACB shall require that the solar collectors be so located on the Lot that they are not visible from any Street and that their visibility from surrounding Lots is restricted as much as practical.

5.37 Reconstruction. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any Common Areas or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Architectural Control Board. Any repair, rebuilding, or reconstruction on account of casualty or other damage to any improvements or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Architectural Control Board, including but not limited to house design, construction materials, paint color schemes, shingle style and colors.

ARTICLE VI
SUBDIVISION STREETS

6.1. Maintenance; Assessments. Unless the Maintenance of Tract A is now or hereafter assumed by a governmental entity, the Developer shall maintain Tract A within the Property at its sole cost and expense prior to conversion of Class B to Class A Membership, and thereafter the Association shall maintain Tract A within the Property and assess the cost of Maintenance to the Members. The estimated Maintenance cost shall be included in each annual budget and assessed to each Lot. The Association shall have the right to propose a special assessment, if necessary, to defray the cost of any extraordinary repairs of Tract A. The procedure for the adoption and collection of regular and special assessments for Maintenance of Tract A shall be as set forth in Article IV. Notwithstanding the foregoing sentence, the Board of Directors of the Association, if it finds that an emergency road repair is needed to promote or insure the health, safety or welfare of the community, may take such curative action as may be necessary and assess the cost thereof as a special assessment without the necessity of a prior meeting of Members.

6.2. Security. As long as Tract A is not dedicated to a local government, the Association shall have right to provide for security in order to keep unauthorized persons or vehicles off Tract A and the Property. The security provisions may include a restricted access point at the subdivision entrance.

6.5. Access. Unless otherwise stated herein, all of the Streets located in Bella Vida are not dedicated for public use and such Streets and easements are not and will not be a part of the County system of public roads. Said Streets and easements shall remain private and the sole exclusive property of the Developer, its successors and assigns, and shall be conveyed to the Association. by fee simple quit claim deed as provided for elsewhere herein. The Developer does hereby grant to the present and future owners of adjacent lands within the boundaries of the Plat and their guests, invitees and domestic help, and to delivery, pick up and emergency protection services, police, fire and other authorities of the law, United States Postal Service mail carriers, gas, power, telephone, cable television, street lighting and solid waste service providers, representatives of utilities authorized by the Developer to serve the land shown on the Plat, holders of mortgage liens on such lands, the Developer, and such other persons as the Developer, from time to time, may designate, the non-exclusive and perpetual right of ingress and egress over and across said Streets and easements. The County is also granted the right, in perpetuity, to enter, operate, construct, reconstruct, repair, maintain and inspection all facilities which have been or will in the future be constructed or installed for the public good and welfare, and which may include but not be limited to the following: water, sanitary sewer, and stormwater sewers. In the event that the County open cuts the pavement in any Street, or any portion of a Street, to replace, repair or service a County facility, then the County shall only be required to replace that portion of the road within the limits of the open cut.

6.6. Rights of Developer. There is hereby granted a perpetual easement to Developer, its successors and assigns for the purpose of providing access to prospective purchasers of Lots or of constructed homes. No plan of restricted access through the use of a guard gate or check point may be commenced without the Developer's consent. This easement will terminate automatically if the access ensured hereby is provided by dedication of Tract A to a local government.

6.7. Construction Vehicles. Access for construction vehicles shall be permitted only during daylight hours for the purpose of constructing improvements which have received prior approval of the ARB.

6.8. Speed Limits. Subject to applicable law in the event Tract A is dedicated to a local government, traffic through Tract A within the Property shall be limited to a maximum speed of fifteen (15) miles per hour. The Association may establish a different limit or may establish other traffic regulations as it deems necessary. Until such time that dedicated of Tract A to a local government occurs, enforcement of traffic laws, as requested by the Association, shall be by the Orange County Sheriff's Department and all costs of such enforcement incurred by the Sheriff's Department shall be paid by the Association.

6.9. Periodic Resurfacing. The Association shall require that the Streets be resurfaced every twelve (12) years unless a longer period of time is approved by the County Engineer.

6.10. Transfer to The County. Any transfer of property rights concerning the Streets or other subdivision infrastructure, including the Property on which such infrastructure is located, to the County or other governmental entity shall require the concurrence of all Lot Owners.

6.11. The County's Liability. Until such time that dedication of Tract A to a local government occurs, the Developer (to the extent and limited to (i) the period during which the Developer controls the Association, and (ii) the extent the Developer has a right, title, interest and/or estate in or to any platted lots) and the Association hereby expressly holds the County and its officers and employees harmless from any cost arising directly or indirectly, out of maintenance, repair and/or reconstruction of, or tort liability or award of damages related to or arising in connection with the Streets, sidewalks, the Surface Water Management System or any other subdivision infrastructure.

6.12. No Tax Discount. No tax discount or credit will be available to Lot Owners for the Maintenance or repair of the Streets and the Surface Water Management System by the Association.

6.13. Rights of The County. The Association shall recognize and agree that the County, at its option, after written notice to the Association that the Association is not in compliance with any one or more of the Sections 3.11 through 3.12, 4.6 through 4.8 and 6.9 through 6.11 hereof, and after the failure of the Association to comply with such Section or to proceed diligently to comply with same within sixty (60) days after receipt of such notice, may remove any Street gates or otherwise prohibit closure of same, and upon dedication or conveyance of the Streets to the County, assume responsibility for the repair and Maintenance of the Streets and drainage system using available reserve revenues of the Association in the routine-infrastructure-Maintenance account and the several capital-repair accounts, or if no monies exist, or if an insufficient amount exists, using such other revenues or standard financing methods, whether provided for in the Declaration or otherwise, as the County may properly elect, including, but not limited to, special assessments against the Lots.

6.14. Duration of Requirements of the County; Amendment. Sections 3.11 through 3.12, 4.6 through 4.8 and 6.9 through 6.11 are conditions and restrictions imposed and required by the County, which Sections shall remain in full force and effect for so long as BELLA VIDA remains a gated community with privately owned streets. Such provisions shall automatically cease to be effective upon the removal of the gates and dedication of the Streets to the County. Notwithstanding any other provisions to the contrary, Sections 3.11 through 3.12, 4.6 through 4.8 and 6.9 through 6.11 may not be

amended without the prior written consent of the County and the execution and recording in the Public Records of Orange County of a proper joinder and consent to such Amendment by the County.

6.15. Conveyance of Streets. At such time as the Plat is recorded, the Developer shall convey by warranty deed its fee simple right, title and interest in and to the Tract A Streets as shown on the Plat to the Association, which deed shall be recorded among the public records of Orange County, Florida.

ARTICLE VII
ENFORCEMENT

7.1 Compliance by Owners. Every Owner shall comply with the easements, restrictions, and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board of Directors.

7.2 Enforcement. Failure of an Owner to comply with such easements, restrictions, covenants, or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights of defaulting Owners in accordance with this Declaration and with applicable law. The offending Owner shall be responsible for all costs of enforcement, including reasonable attorneys' fees actually incurred and court costs. The Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

7.3 Fines. In addition to all other remedies, in the sole discretion of the Board of Directors a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the Board at which time the Owner shall present reasons why penalties should not be imposed. At least fourteen (14) days' advance notice of such meeting shall be given.

(b) Hearing. The alleged violation shall be presented to the committee of the Board, after which that committee shall hear reasons why penalties should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Penalties. The committee of the Board may impose special assessments against the Lot owned by the Owner as follows:

> The committee may levy fines not to exceed $100.00 for each violation. The fine may be levied for each day a continuing violation continues (and no additional notice or hearing shall be required); provided,

however, the aggregate total fine for a violation shall not exceed $5,000.00.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

(f) Application of Penalties. All monies received from fines shall be allocated as directed by the Board of Directors, subject always to the provisions of this Declaration.

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

(h) Applicable Law. To the extent applicable law regulates the imposition of fines by the Association, notwithstanding the procedures, restrictions, and other details prescribed above, the Association's right to impose fines shall conform to, and this provision shall be deemed amended to conform to, applicable law; and the Association's right to impose fines shall be coextensive with the maximum right permitted by the law.

ARTICLE VIII
INSURANCE

8.1 Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. All improvements located on the Common Areas from time to time, together with any and all fixtures, building service equipment, personal property, and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), which shall be insured in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against (I) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (ii) such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism, malicious mischief, and those covered by the standard "all risk" endorsement.

(b) Liability. Comprehensive general public liability and automobile liability insurance covering injury, loss, or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property (including, but not limited to, liability arising from law suits related to employment contracts to which the Association is a party), with such additional coverage as shall be

required by the Board of Directors of the Association, but with combined single limit liability of not less than $1,000,000.00 for each accident or occurrence, $100,000.00 per person and $50,000.00 property damage, and with a cross liability endorsement to cover liabilities of the Owners as a group to any Owner, and vice versa.

(c) Flood Insurance. Flood insurance covering the Insured Property shall be maintained by the Association if the Development is in a special flood hazard area or if the Association so elects. The amount of flood insurance shall be the lesser of: (I) 100% of the current replacement cost of the Insured Property; or (ii) the maximum coverage available for the Insured Property under the National Flood Insurance Program.

(d) Fidelity Insurance or Bonds. Naming the Association as obligee and covering all directors, officers, and employees of the Association shall be maintained by the Association in amount which is the greater of $10,000.00 or the maximum amount of funds that will be in custody of the Association at any time while the bond is in force; notwithstanding the foregoing sentence, however, such fidelity insurance or bond shall not be for an amount less than the sum of three (3) months assessments on all Units and Lots, plus the Association's reserve funds for each person so insured or bonded.

(e) Other Insurance. The Association may also maintain worker's compensation or such other insurance as the Board may determine from time to time including officers' and directors' liability insurance.

The Association shall also carry an insurance policy insuring itself from liability for damages related to or arising in connection with the Streets, sidewalks and Surface Water Management System (including stormwater detention/retention areas). The minimum amount of insurance required shall be established by resolution of the Board of County Commissioners, and if no resolution shall be passed, then in the reasonable judgment of the Board of Directors of the Association.

Every casualty policy obtained by the Association shall have the following endorsements: (I) agreed amount and inflation guard, (ii) steam boiler coverage (providing at least $50,000.00 coverage for each accident at each location), if applicable, and (iii) an appropriate endorsement covering the costs of changes to undamaged portions of the improvements (even when only a portion thereof is damaged by an insured hazard) if any applicable construction code requires such changes.

8.2 Additional Provisions. All policies of insurance and fidelity bonds shall provide that such policies and bonds may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds, including all mortgages of Units and Lots, including each service that services a Federal National Mortgage Association owned mortgage encumbering a Unit and Lot located in the Development.

8.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by misuse, occupancy, or abandonment of any one or any other action or omission of, particular Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

ARTICLE IX
NOTICES

9.1 Notices to Member or Owner. In addition to such other manners for providing notice as are permitted or prescribed in this Declaration, the Bylaws, or the Articles of Incorporation, any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been sent when personally delivered or mailed, postage-paid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

ARTICLE X
STANDARD DEVELOPMENT AND ANNEXATION

10.1 Annexation of Additional Property. At any time while there is Class B Membership, the Developer, in its sole discretion, may subject or cause to be subjected, other real property to the lien and scope of this Declaration (**"Additional Property"**). Additional Property may be subjected hereto by a recitation to that effect in a supplemental declaration which need be executed only by the Developer and the owner of such real property (if not the Developer) and shall be effective upon the recording of the supplemental declaration in the Public Records of the County. The joinder, execution, or consent of the Association or any Owners shall not be required. The supplemental declaration shall describe the real property which is being made subject to the lien and scope of this Declaration and shall contain such other terms and provisions as the Developer deems proper. Upon the recording of a supplemental declaration adding Additional Property to the lien and scope of this Declaration, the Additional Property described therein shall be owned, held, sold, conveyed, leased, mortgaged, and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, liens, terms and provisions contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property. After the time that Class B Membership ceases to exist, the Association shall have all of the foregoing rights to add Additional Property, except that such rights may be exercised only upon the affirmative vote of seventy-five percent (75%) of the Members. Such annexation shall otherwise be accomplished as set forth above for annexations by the Developer, shall have the same affect and shall become effective upon the recording of an amendment to this Declaration evidencing the annexation in the Public Records of the County.

10.2 Platting. As long as there is a Class B membership, the Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property or Development without the consent or approval of an Owner.

10.3 Amendment. The provisions of this Article IX cannot be amended without the written consent of the Developer, and any amendment of this Article IX without the written consent of the Developer shall be deemed null and void.

ARTICLE XI
GENERAL PROVISIONS

11.1 Duration. The easements, conditions, covenants, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the

Association, the Architectural Control Board, and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of seventy-five percent (75%) of all the Lots subject hereto has been recorded, agreeing to revoke this Declaration. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

11.2 Association Powers. The Association shall have all powers of a corporation not-for-profit set forth in Chapter 617, Florida Statutes.

11.3 Enforcement. Enforcement of these easements, conditions, covenants, and restrictions shall be accomplished by either the Developer, the Association, or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure by the Developer, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Court costs and reasonable attorneys' fees for a proceeding at law or in equity to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed. In addition to all remedies expressly provided in this Declaration, the Developer and the Association shall have the right to enforce this Declaration by all remedies (including without implied limitation the imposition of fines and penalties) that may be permitted in 617.301 et seq, Florida Statutes, as amended; and this Declaration shall be deemed to include all procedures and conditions prescribed by those statutes for the exercise of the statutory remedies.

The Association, any member of the Association and any and all Owners of the Property shall have the right jointly and severally to enforce against the Developer the requirements of the County with respect to the Streets, sidewalks and drainage system and/or funding for such maintenance and repair provisions of the Declaration, with the prevailing party being entitled to attorneys' fees and costs.

Any member of the Association and any and all Owners of land in Bella Vida shall have the right to enforce against the Association the requirements of the County with respect to the Streets, sidewalks and drainage system and/or funding for such maintenance and repair provisions of the Declaration, with the prevailing party being entitled to attorneys' fees and costs.

In addition to the foregoing, the South Florida Water Management District and/or the County shall have the right to enforce, by proceedings at law or in equity, the provisions contained in the Declaration as they may relate to the maintenance, operation and repair of the Surface Water Management System. Additionally, the County shall have the right, but not the obligation, to enforce, by proceedings at law or in equity, the provisions contained in the Declaration as they may relate to the construction, reconstruction, maintenance, operation and repair of the Streets. Venue for any action to enforce the provisions of this Declaration or the County Code, as same relates hereto, shall lie in the Ninth Judicial Circuit of Florida, in Orange County.

If any dispute arises between an Owner and the Developer, or between the Association and the Developer, with respect to the repair and Maintenance of the Streets, sidewalks, Surface Water Management System and/or funding for same, such Owner and the Developer or the Association and the Developer, respectively, agree in good faith to attempt to settle such disputes by non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association. Such non-binding mediation shall be a condition precedent to the filing of any action at law or in equity to enforce the provisions of this Declaration pertaining to the repair and Maintenance of the Streets, sidewalks and Surface Water Management System and/or funding of same. Notwithstanding the foregoing, non-binding mediation shall not be required in any case where immediate relief, such as injunction relief, is sought.

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

11.5 Amendment. Except in the case of the Developer's annexation of Additional Property as provided for in Section 10.3 above, the covenants, restrictions, easements, conditions, charges, and liens of this Declaration may only be amended, changed, or supplemented by approval at a meeting of Owners holding not less than seventy-five percent (75%) of the votes of the membership in the Association; provided, however, that so long as the Developer or its affiliates is the Owner of any Lot affected by this Declaration the Developer's consent must be obtained if such amendment, in the sole opinion of the Developer, affects Developer's interest. In the event M/I HOMES OF ORLANDO, LLC., is not the Developer, no amendment may be made which, in the opinion of M/I HOMES OF ORLANDO, LLC, adversely affects its interest, without its consent. Further, no provision of this Declaration may be amended if such provision is required to be included herein by any law. The foregoing three (3) sentences may not be amended. Any amendment to the Covenants and Restrictions which alter any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, or that affects any conservation easement, must have the prior approval of the Water Management District. Any Amendment to the Covenants and Restrictions which alter provisions related to the Streets, sidewalks and/or stormwater retention/detention system will require the prior written approval of the County.

The Developer shall have the right at any time within six (6) years from the date hereof to amend this Declaration to correct scrivener's errors and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

11.6 Effective Date. This Declaration shall become effective when recorded in the Public Records of the County.

11.7 Withdrawal. The Developer reserves the right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Property then owned by the Developer or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of reasonable changes in the plans for the Property desired to be effected by the Developer.

11.8 Conflicts. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws of the Association, and the Articles shall take precedence over the Bylaws.

11.9 Standards for Consent, Approval, Completion, Other Action and Interpretation. Unless otherwise provided herein, whenever this Declaration shall require the consent, approval, completion, substantial completion, or other action by the Developer or its affiliates, the Association or the Architectural Control Board, such consent, approval or action may be withheld in the sole and unfettered discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Developer or Association, as appropriate. This Declaration shall be interpreted by the Board of Directors and an opinion of counsel to the Association rendered in good faith, provided that the particular interpretation is not unreasonable, shall establish the validity of such interpretation.

11.10 Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantee for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners designate hereby the Developer and the Association (or either of them as their lawful attorney-in-fact) to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

11.11 Covenants Running With the Land. Anything to the contrary herein notwithstanding, it is the intention of all parties affected hereby (and their respective heirs, personal representatives, successors and assigns) that these covenants and restrictions shall run with the land and with title to the Property. If any provision or application of this Declaration would prevent this Declaration from running with the land as aforesaid, such provision and/or application shall be judicially modified, if at all possible, to come as close as possible to the intent of such provision or application and then be enforced in a manner which will allow these covenants and restrictions to so run with the land; but if such provision and/or application cannot be so modified, such provision and/or application shall be unenforceable and considered null and void in order that the paramount goal of the parties affected hereby (that these covenants and restrictions run with the land as aforesaid) be achieved.

11.12 Management Contract. At such time as it sees fit, the Association is hereby authorized to enter into an agreement with a management company (which may be an affiliate of the Developer) to provide for the management and maintenance of the Property, in which case each Owner shall be assessed for his Lot's share of the management fees, in accordance with the assessment provisions contained in this Declaration.

11.13 Annexation to a Municipality. If the Property is annexed to a municipality, the rights and privileges inuring to the County's benefit under the Orange County Code shall be deemed assigned to the municipality and shall inure automatically to the municipality's benefit.

ARTICLE XII
DISCLOSURES

12.1. Copy of Declaration and Association Bylaws. It is hereby required that each initial purchaser of a residential Lot in the BELLA VIDA Subdivision for the personal or family use of the purchaser shall receive a copy of the Declaration at or prior to the time the sales contract is executed, together with the current budget for the Association, including a schedule disclosing the then-existing amounts of the periodic assessments for each of the Association accounts required by Section 4.6 above and a copy of the most recent year-end financial statement for the Association, and if none are then existing, a good faith estimate of the Association operating budget along with a form to be signed by such initial purchaser acknowledging receipt of a copy of the Declaration, budget, financial statement or good faith estimate. Further, it is hereby required that the original of the form acknowledging receipt of a copy of the Declaration is to be attached to the sales contract as an exhibit or appendix. Compliance with the provisions of this Section is not a substitute for compliance with any other disclosures to be made to an initial purchaser as required by law.

12.2 Copy of Assessment Fees. At the time of sale to the initial Lot Owner, the initial Lot Owner shall receive a schedule disclosing the then-existing amounts of the periodic assessments for the Association accounts required by Section 4.6 above. Such schedule must state that the periodic assessments for the accounts required by Section 4.6 above do not include assessments for either routine maintenance of or the capital repair and replacement of Association facilities not related to subdivision infrastructure (such as common area landscaping, entrance and exit gates, walls, swimming pools, clubhouses, parks or other recreation areas, etc.).

12.3. Timber Springs. Each Lot Owner is hereby notified that the Property is subject to the Declaration of Covenants, Conditions and Restrictions for Timber Springs as recorded in Official Records Book 6810, Page 2310, Public Records of Orange County, Florida.

12.4 Gated Community Cost Disclosure Statement.

THE FOLLOWING DISCLOSURES ARE MADE TO PURCHASERS IN BELLA VIDA IN ACCORDANCE WITH THE REQUIREMENTS OF THE COUNTY. :

(a) BY LAW, THE COUNTY CANNOT PAY TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE IN THIS COMMUNITY BECAUSE THESE THINGS ARE PRIVATE PROPERTY AND THE GENERAL PUBLIC CANNOT ACCESS THE COMMUNITY.

(b) ALTHOUGH THE COST OF PROPERLY MAINTAINING AND REPAIRING ROADS, SIDEWALKS AND DRAINAGE SYSTEMS CAN BE VERY HIGH, ONLY THE OWNERS OF HOMES AND LOTS IN THIS COMMUNITY WILL SHARE THESE EXPENSES. TAX DOLLARS WILL NOT BE USED. THE MEMBERS MUST ALSO PAY FOR

THE COST OF LIABILITY INSURANCE AND TRAFFIC ENFORCEMENT ON THE COMMUNITY'S ROADS.

(c) UNDER FLORIDA LAW, NO REDUCTION IN YOUR TAX BURDEN WILL RESULT FROM LIVING IN THIS COMMUNITY.

(d) MEMBERS OF THIS COMMUNITY, THROUGH THEIR MANDATORY HOMEOWNERS ASSOCIATION, MUST SET ASIDE ADEQUATE RESERVES TO PROPERLY MAINTAIN, REPAIR AND REPLACE THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM, AND MUST HAVE A PROFESSIONAL ENGINEER REGULARLY INSPECT THE ROADS, SIDEWALKS AND DRAINAGE SYSTEM AND REPORT WHAT WORK IS NECESSARY TO MAINTAIN AND/OR REPAIR THEM. THE MANDATORY HOMEOWNERS ASSOCIATION IS OBLIGATED TO DO THE NECESSARY WORK REPORTED AND THE MEMBERS OF THE HOMEOWNERS ASSOCIATION PAY FOR THE WORK THROUGH THEIR ASSESSMENTS.

(e) THE EXTRA EXPENSES YOU INCUR TO MAINTAIN THE ROADS, SIDEWALKS AND DRAINAGE IN YOUR COMMUNITY ARE IN ADDITION TO OTHER EXPENSES CHARGED BY YOUR HOMEOWNERS ASSOCIATION TO PAY FOR THE PRIVATE RECREATIONAL, SECURITY AND OTHER AMENITIES AND SERVICES THE COMMUNITY MAY OFFER, INCLUDING THE COMMUNITY'S GATES.

(f) AS WITH ANY ASSESSMENT, THE FAILURE OR INABILITY TO PAY MAY LEAD TO A LIEN BEING PLACED ON YOUR HOME. IF A LIEN IS PLACED OR FORECLOSED, YOU COULD LOSE YOUR HOME.

(g) THE HOMEOWNERS ASSOCIATION IS ALSO REQUIRED TO MAINTAIN LIABILITY INSURANCE ADEQUATE TO PAY CLAIMS FOR INJURIES AND PROPERTY DAMAGE ARISING ON THE PRIVATE ROADWAY, SIDEWALKS, DRAINAGE PONDS, AND OTHER COMMON AREAS IN THE NEIGHBORHOOD.

(h) IF THE COUNTY DETERMINES THAT THE COMMUNITY IS NOT MEETING ITS OBLIGATIONS, IT MAY REVOKE THE COMMUNITY'S PRIVILEGE TO CLOSE ITS GATES SO THAT THE ROADS IN THE COMMUNITY BECOME AVAILABLE FOR PUBLIC USE.

(i) IF THE COMMUNITY FAILS TO MAINTAIN ITS ROADS, SIDEWALKS AND DRAINAGE SYSTEM, THE COUNTY MAY REQUIRE THAT THE GATES BE REMOVED. IN THE EVENT THE GATES ARE REMOVED, AND THE ASSOCIATION DEDICATES THE ROADS AND OTHER INFRASTRUCTURE TO THE COUNTY, ALL COSTS AND EXPENSES WHICH THE COUNTY INCURS FOR SUCH MAINTENANCE ARE RECOVERABLE FROM THE COMMUNITY. FUNDS WHICH HAVE BEEN SET ASIDE FOR THE COMMUNITY MAU BECOME THE PROPERTY OF THE COUNTY, AND THE ROADS IN YOUR COMMUNITY SHALL PERMANENTLY BECOME OPEN TO THE PUBLIC. THE COUNTY WILL NOT MAINTAIN YOUR RECREATIONAL, SECURITY AND OTHER AMENITIES UNDER ANY CIRCUMSTANCES.

(j) **BEFORE YOU SIGN A CONTRACT BE SURE THAT YOU RECEIVE WRITTEN INFORMATION ABOUT THE COST OF LIVING IN THIS COMMUNITY.**

No contract for the initial sale and purchase of a residential lot in Bella Vida for personal or family use of the purchaser shall be effective until the above disclosure has been provided to and executed by such purchaser.

EXECUTED as of the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Eric K. Wells

Print Name: Katherine H. Anderson

M/I HOMES OF ORLANDO, LLC

By: _____
Dana A. Bennett
Area President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this 8th day of May 2006, by Dana A. Bennett, as Area President of M/I Homes of Orlando, LLC, a Florida limited liability company, executing the foregoing instrument on behalf of the limited liability company, freely and voluntarily and for the purposes stated herein. He is (a) ✓ personally known to me or (b) _____ produced as identification.

WITNESS my hand and official seal in the County and State aforesaid this 8th day of May _____, 2006.

NOTARY PUBLIC
Signature: Colleen Kay Maguire
Print Name: Colleen Kay Maguire
Notary Public, State of Florida
My Commission Expires: 3/8/2008

COLLEEN KAY MAGUIRE
MY COMMISSION # DD 297178
EXPIRES: March 8, 2008
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Legal Description

A portion of Sections 30 and 31, Township 22 South, Range 32 East, Orange County, Florida, being more particularly described as follows:

Commence at the northeast corner of the Southeast 1/4 of said Section 30; thence run S 03°15'30" E, along the east line of the Southeast 1/4 of said Section 30, a distance of 30.02 feet for the ***POINT OF BEGINNING***; thence continue S 03°15'30" E, along the east line of the Southeast 1/4 of said Section 30, a distance of 2210.30 feet to a point on the westerly boundary line of *BRISTOL ESTATES AT TIMBER SPRINGS*, according to the plat thereof, as recorded in Plat Book 59, Pages 128 through 131, Public Records of Orange County, Florida; thence run southerly along the westerly boundary line of *BRISTOL ESTATES AT TIMBER SPRINGS*, the following courses and distances; run N 90°00'00" W, a distance of 62.70 feet; thence run S 44°20'59" W, a distance of 89.54 feet; thence run S 67°51'01" W, a distance of 43.44 feet; thence run S 21°49'04" W, a distance of 56.14 feet; thence run S 11°08'35" W, a distance of 285.33 feet; thence run S 40°03'13" E, a distance of 48.63 feet; thence run S 12°43'05" W, a distance of 83.35 feet; thence run S 84°41'23" W, a distance of 64.36 feet; thence run S 36°33'05" W, a distance of 50.05 feet; thence run S 12°01'16" W, a distance of 71.56 feet; thence run S 32°45'25" W, a distance of 49.58 feet; thence run S 47°45'00" W, a distance of 88.59 feet; thence run S 04°05'20" W, a distance of 64.95 feet; thence run S 24°57'28" W, a distance of 20.00 feet to a point on the northerly right-of-way line of Timber Springs Boulevard as shown on the plat *TUDOR GROVE AT TIMBER SPRINGS*, according to the plat thereof, as recorded in Plat Book 59, Pages 24 through 28, Public Records of Orange County, Florida; said point also being a point on a non-tangent curve, concave southerly, having a radius of 800.00 feet; thence run westerly along the northerly right-of-way line of Timber Springs Boulevard the following four (4) courses and distances; from a tangent bearing of N 65°02'32" W run 464.03 feet along the arc of said curve through a central angle of 33°14'02" to the point of tangency thereof; thence run S 81°43'26" W, a distance of 247.43 feet to a point of curvature of a curve, concave northwesterly, having a radius of 975.00 feet and a central angle of 05°37'38"; thence run 95.76 feet along the arc of said curve to the point of tangency thereof; thence run S 87°21'04" W, a distance of 238.03 feet to a point of curvature of a curve, concave northeasterly, having a radius of 25.00 feet and a central angle of 85°01'14"; thence run 37.10 feet along the arc of said curve to a point of reverse curvature with a curve, concave southwesterly, having a radius of 220.00 feet and a central angle of 41°17'55"; thence run northwesterly, along the arc of said curve, a distance of 158.58 feet to the point of tangency thereof; thence run N 48°55'37" W, a distance of 57.78 feet to a point of curvature of a curve, concave northeasterly, having a radius of 280.00 feet and a central angle of 29°01'44"; thence run northwesterly, along the arc of said curve, a distance of 141.86 feet to the point of tangency thereof; thence run N 19°53'53" W, a distance of 117.61 feet to a point on the west line of the East 3/10 of the Southwest 1/4 of the Southeast 1/4 of said Section 30; thence run N 01°12'30" W, along the west line of the East 3/10 of the Southwest 1/4 of the Southeast 1/4 of said Section 30, a distance of 1268.63 feet to a point on the south line of the Northwest 1/4 of the Southeast 1/4 of said Section 30; thence run S 89°03'37" W, along the south line of the Northwest 1/4 of the Southeast 1/4 of said Section 30, a distance of 263.33 feet to a point on the west line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 30; thence run N 00°53'33" W, along the west line of the East 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 30, a distance of 1308.62 feet to a

point on the south right-of-way line of Sunflower Trail; thence run N 89°02'13" E, along the south right-of-way line of Sunflower Trail, a distance of 1920.90 feet to the ***POINT OF BEGINNING***.

Containing 119.65 acres, more or less.

EXHIBIT "D"

Copy of Water Management District Permit

EXHIBIT 'D'

St. Johns River Water Management District

FEB 17 2005

Kirby B. Green III, Executive Director • David W. Fisk, Assistant Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • (386) 329-4500
On the Internet at *www.sjrwmd.com*.

February 16, 2005

MI Homes Inc
2375 Westmonte Dr Ste 111
Altamonte Springs, FL 32714

SUBJECT: Permit Number 40-095-70776-9
Sunflower, Parcel 10 (Bella Vida)

Dear Sir/Madam:

Enclosed is your general permit as authorized by the staff of the St. Johns River Water Management District on February 16, 2005.

This permit is a legal document and should be kept with your other important documents. The attached MSSW/Stormwater As-Built Certification Form should be filled in and returned to the Palatka office within thirty days after the work is completed. By so doing, you will enable us to schedule a prompt inspection of the permitted activity.

In addition to the MSSW/Stormwater As-Built Certification Form, your permit also contains conditions which require submittal of additional information. All information submitted as compliance to permit conditions must be submitted to the Palatka office address.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction for this work.

Please be advised that the District has not published a notice in the newspaper advising the public that it is issuing a permit for this proposed project. Publication, using the District form, notifies members of the public (third parties) of their rights to challenge the issuance of the general permit. If proper notice is given by publication, third parties have a 21-day time limit on the time they have to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the general permit extends for an indefinite period of time. If you wish to have certainty that the period for filing such a challenge is closed, then you may publish, at your own expense, such a notice in a newspaper of general circulation. A copy of the form of the notice and a list of newspapers of general circulation is attached for your use.

In the event you sell your property, the permit will be transferred to the new owner, if we are notified by you within thirty days of the sale and if you provide the information required by 40C-1.612, F.A.C. Please assist us in this matter so as to maintain a valid permit for the new property owner.

Thank you for your cooperation, and if this office can be of any further assistance to you, please do not hesitate to contact us.

Sincerely,

Eliseo Miranda Jr.
Data Management Specialist II
Division of Permit Data Services

Enclosures: Permit with As-built Certification Form
Notice of Rights
List of Newspapers for Publication

cc: District Permit File

Consultant: Miller Sellen Conner & Walsh Inc
4750 New Broad Street
Orlando, FL 32814

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO. 40-095-70776-9 **DATE ISSUED:** February 16, 2005
PROJECT NAME: Sunflower, Parcel 10 (Bella Vida)

A PERMIT AUTHORIZING:

Construction and operation of a 119.17-acre single-family residential development known as Sunflower Parcel 10, Bella Vida. The surface water management system includes 396-lots, associated roads, six wet detention ponds, one borrow pit pond, and Vegetative Natural Buffers. This permit authorizes impacts to 1.17 acres of wetlands and other surface waters (isolated and within the Econlockhatchee River Riparian Habitat Protection Zone, RHPZ) and 7.24 acres of RHPZ uplands, and an associated mitigation plan.

LOCATION:

Section(s): 30 Township(s): 22S Range(s): 32E

Orange County

MI Homes Inc
2375 Westmonte Dr Ste 111
Altamonte Springs, FL 32714

Permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to permittee any property rights nor any rights or privileges other than those specified therein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes:

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated February 16, 2005

AUTHORIZED BY: St. Johns River Water Management District
Department of Resource Management

By: _____
(Service Center Director - Altamonte Springs)
David Dewey

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 40-095-70776-9
MI HOMES INC
DATED FEBRUARY 16, 2005

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which do not cause violations of state water quality standards.

4. Prior to and during construction, the permittee shall implement and maintain all erosion and sediment control measures (best management practices) required to retain sediment on-site and to prevent violations of state water quality standards. All practices must be in accordance with the guidelines and specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988), which are incorporated by reference, unless a project specific erosion and sediment control plan is approved as part of the permit, in which case the practices must be in accordance with the plan. If site specific conditions require additional measures during any phase of construction or operation to prevent erosion or control sediment, beyond those specified in the erosion and sediment control plan, the permittee shall implement additional best management practices as necessary, in accordance with the specifications in chapter 6 of the Florida Land Development Manual: A Guide to Sound Land and Water Management (Florida Department of Environmental Regulation 1988). The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

5. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

6. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a Construction Commencement Notice Form No. 40C-4.900(3) indicating the actual start date and the expected completion date.

7. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an Annual Status Report Form No. 40C-4.900(4). These forms shall be submitted during June of each year.

8. For those systems which will be operated or maintained by an entity which will require an easement or deed restriction in order to provide that entity with the authority necessary to operate or maintain the system, such easement or deed restriction, together with any other final operation or maintenance documents as are required by subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, must be submitted to the District for approval. Documents meeting the requirements set forth in these subsections of the Applicant's Handbook will be approved. Deed restrictions, easements and other operation and maintenance documents which require recordation either with the Secretary of State or the Clerk of the Circuit Court must be so recorded prior

to lot or unit sales within the project served by the system, or upon completion of construction of the system, whichever occurs first. For those systems which are proposed to be maintained by county or municipal entities, final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local governmental entity. Failure to submit the appropriate final documents referenced in this paragraph will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system.

9. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by the portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to local government or other responsible entity.

10. Within 30 days after completion of construction of the permitted system, or independent portion of the system, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing As Built Certification Form 40C-1.181(13) or 40C-1.181(14) supplied with this permit. When the completed system differs substantially from the permitted plans, any substantial deviations shall be noted and explained and two copies of as-built drawings submitted to the District. Submittal of the completed from shall serve to notify the District that the system is ready for inspection. The statement of completion and certification shall be based on on-site observation of construction (conducted by the registered professional engineer, or other appropriate individual as authorized by law, or under his or her direct supervision) or review of as-built drawings for the purpose of determining if the work was completed in compliance with approved plans and specifications. As-built drawings shall be the permitted drawings revised to reflect any changes made during construction. Both the original and any revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawing. All surveyed dimensions and elevations shall be certified by a registered surveyor. The following information, at a minimum, shall be verified on the as-built drawings:

    a. Dimensions and elevations of all discharge structures including all weirs, slots, gates, pumps, pipes, and oil and grease skimmers;

    b. Locations, dimensions, and elevations of all filter, exfiltration, or underdrain systems including cleanouts, pipes, connections to control structures, and points of discharge to the receiving waters;

    c. Dimensions, elevations, contours, or cross-sections of all treatment storage areas sufficient to determine state-storage relationships of the storage area and the permanent pool depth and volume below the control elevation for normally wet systems, when appropriate;

    d. Dimensions, elevations, contours, final grades, or cross-sections of the system to determine flow directions and conveyance of runoff to the treatment system;

    e. Dimensions, elevations, contours, final grades, or cross-sections of all conveyance systems utilized to convey off-site runoff around the system;

    f. Existing water elevation(s) and the date determined; and Elevation and location of benchmark(s) for the survey.

11. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of general condition 9 above, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District in accordance with subsections 7.1.1 through 7.1.4 of the Applicant's Handbook: Management and Storage of Surface Waters, accepts responsibility for operation and maintenance of the system. The permit may not be transferred to such an approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible approved operation and maintenance entity, if different from the permittee. Until the permit is transferred pursuant to section 7.1 of the Applicant's Handbook: Management and Storage of Surface Waters, the permittee shall be liable for compliance with the terms of the permit.

12. Should any other regulatory agency require changes to the permitted system, the permittee shall provide written notification to the District of the changes prior implementation so that a determination can be made whether a permit modification is required.

13. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and chapter 40C-4 or chapter 40C-40, F.A.C.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered specifically approved unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of section 40C-1.612, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

20. This permit for construction will expire five years from the date of issuance.

21. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

22. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.

23. Prior to construction, the permittee must clearly designate the limits of construction on-site. The permittee must advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.

24. This permit requires the recording of a conservation easement.

    Description of Conservation Easement Area

    The permittee shall provide to the District for review and written approval a copy of: (a) the preliminary plat showing the area to be encumbered by the conservation easement, or (b) a surveyor's sketch and legal description of the area to be placed under the conservation easement, per the approved mitigation plan, at least 45 days prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first.

    If the impacts to an upland within a Riparian Habitat Protection Zone or to a wetland or surface water for which mitigation is required will occur in discrete phases, the areas to be preserved to offset such impacts may be placed under conservation easement in phases such that impacts are offset during each phase. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit, or if it is approved in writing by the District. A surveyor's sketch and legal description of the area to be placed under conservation easement during each phase must be submitted in accordance with the previous paragraph.

    Recording of Conservation Easement

    Prior to (1) dredging, filling, or clearing any wetland or surface water for which mitigation is required, (2) clearing any upland within a Riparian Habitat Protection Zone for which mitigation is required, (3) the sale of any lot or parcel, (4) the recording of the subdivision plat, or (5) use of the infrastructure for its intended use, whichever occurs first, the permittee shall record a conservation easement which shall include restrictions on the real property pursuant to section 704.06, Florida Statutes, and be consistent with section 12.3.8, Applicant's Handbook, Management and Storage of Surface Waters (April 10, 2002). The conservation easement shall be in the form approved in writing by the District and, if no plat has been submitted, the easement shall include the approved legal description and surveyor's sketch. If the District does not approve the preliminary plat or surveyor's sketch and legal description within 45 days of receipt, then the permittee may record the conservation easement with the legal description and surveyor's sketch or plat reference previously submitted.

Pursuant to section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which is specifically authorized by this permit, within the mitigation areas delineated on the final plans and/or mitigation proposal approved by the District. The easement must contain the provisions set forth in paragraphs 1(a)-(h) of section 704.06, Florida Statutes, as well as provisions indicating that the easement may be enforced by the District, and may not be amended without written District approval.

Additional Documents Required

The permittee shall ensure that the conservation easement identifies, and is executed by, the correct grantor, who must hold sufficient record title to the land encumbered by the easement. If the easement's grantor is a partnership, the partnership shall provide to the District a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land. If there exist any mortgages on the land, the permittee shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement. The consent and joinder of the mortgagee shall be recorded simultaneously with the conservation easement in the public records of the county where the land is located.

Within 30 days of recording, the permittee shall provide the District with: (a) the original recorded easement (including exhibits) showing the date it was recorded and the official records book and page number, (b) a copy of the recorded plat (if applicable), (c) a surveyor's sketch of the easement area plotted on the appropriate USGS topographic map, and (d) the original recorded consent and joinder(s) of mortgagee (if applicable).

Demarcation of Conservation Easement Area

Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently monumented above ground on the project site.

25. This permit authorizes construction and operation of a surface water management system in accordance with the plans received by the District on January 11, 2005, as amended by Sheets C200, C202, C205, C300, and C400, received by the District on February 7, 2005.

26. This permit authorizes an impact plan for isolated wetlands and upland and wetland portions of the Econlockhatchee River Riparian Habitat Protection Zone (RHPZ), as depicted on Exhibits 5 and 13 received by the District on February 7, 2005.

27. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name, address, and telephone number of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours.

If at any time the system is not functioning as designed and permitted, then within 14 days the entity shall submit an Exceptions Report on form number 40C-42.900(6), Exceptions Report for Stormwater Management Systems Out of Compliance.

Notice Of Rights

1. A person whose substantial interests are or may be determined has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District), or may choose to pursue mediation as an alternative remedy under Sections 120.569 and 120.573, Florida Statutes, before the deadline for filing a petition. Choosing mediation will not adversely affect the rights to a hearing if mediation does not result in a settlement. The procedures for pursuing mediation are set forth in Sections120.569 and 120.57, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka, Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) within twenty-six (26) days of the District depositing notice of District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail actual notice). A petition must comply with Chapter 28-106, Florida Administrative Code.

2. If the Governing Board takes action which substantially differs from the notice of District decision, a person whose substantial interests are or may be determined has the right to request an administrative hearing or may choose to pursue mediation as an alternative remedy as described above. Pursuant to District Rule 40C-1.1007, Florida Administrative Code, the petition must be filed at the office of the District Clerk at the address described above, within twenty-six (26) days of the District depositing notice of final District decision in the mail (for those persons to whom the District mails actual notice) or within twenty-one (21) days of newspaper publication of the notice of its final agency action (for those persons to whom the District does not mail actual notice). Such a petition must comply with Rule Chapter 28-106, Florida Administrative Code.

3. A substantially interested person has the right to a formal administrative hearing pursuant to Section 120.569 and 120.57(1), Florida Statutes, where there is a dispute between the District and the party regarding an issue of material fact. A petition for formal must comply with the requirements set forth in Rule 28-106.201, Florida Administrative Code.

4. A substantially interested person has the right to an informal hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

5. A petition for an administrative hearing is deemed filed upon delivery of the petition to the District Clerk at the District headquarters in Palatka, Florida.

6. Failure to file a petition for an administrative hearing, within the requisite time frame shall constitute a waiver of the right to an administrative hearing (Section 28-106.111, Florida Administrative Code).

7. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, and Chapter 28-106, Florida Administrative Code and Section 40C-1.1007, Florida Administrative Code.

8. An applicant with a legal or equitable interest in real property who believes that a District permitting action is unreasonable or will unfairly burden the use of his property, has the right to, within 30 days of receipt of notice of the District's written decision regarding a permit application, apply for a special master proceeding under Section 70.51, Florida Statutes, by filing a written request for relief at the office of the District Clerk located at District headquarters, P. O. Box 1429, Palatka, FL 32178-1429 (4049 Reid St., Palatka, Florida 32177). A request for relief must contain the information listed in Subsection 70.51(6), Florida Statutes.

9. A timely filed request for relief under Section 70.51, Florida Statutes, tolls the time to request an administrative hearing under paragraph no. 1 or 2 above (Paragraph 70.51(10)(b), Florida Statutes). However, the filing of a request for an administrative hearing under paragraph no. 1 or 2 above waives the right to a special master proceeding (Subsection 70.51(10)(b), Florida Statutes).

10. Failure to file a request for relief within the requisite time frame shall constitute a waiver of the right to a special master proceeding (Subsection 70.51(3), Florida Statutes).

11. Any substantially affected person who claims that final action of the District constitutes an unconstitutional taking of property without just compensation may seek review of the action in circuit court pursuant to Section 373.617, Florida Statutes, and the Florida Rules of Civil Procedures, by filing an action in circuit court within 90 days of the rendering of the final District action, (Section 373.617, Florida Statutes).

12. Pursuant to Section 120.68, Florida Statutes, a person who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to the Florida Rules of Appellate Procedure within 30 days of the rendering of the final District action.

13. A party to the proceeding before the District who claims that a District order is inconsistent with the provisions and purposes of Chapter 373, Florida Statutes, may seek review of the order pursuant to Section 373.114, Florida Statutes, by the Florida Land and Water Adjudicatory Commission, by filing a request for review with the Commission and serving a copy on the Department of Environmental Protection and any person named in the order within 20 days of adoption of a rule or the rendering of the District order.

14. For appeals to the District Court of Appeal, a District action is considered rendered after it is signed on behalf of the District, and is filed by the District Clerk.

15. Failure to observe the relevant time frames for filing a petition for judicial review described in paragraphs #11 and #12, or for Commission review as described in paragraph #13, will result in waiver of that right to review.

Notice Of Rights

Certificate of Service

I HEREBY CERTIFY that a copy of the foregoing Notice of Rights has been sent by U.S. Mail to:

MI Homes Inc
2375 Westmonte Dr Ste 111
Altamonte Springs, FL 32714

At 4:00 p.m. this 16th day of February, 2005.

Division of Permit Data Services
for Gloria Lewis, Director

St. Johns River Water Management District
Post Office Box 1429
Palatka, FL 32178-1429
(386) 329-4152

Permit Number: 40-095-70776-9

State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of
the document as reflected in the Official Records.
MARTHA O. HAYNIE, COUNTY COMPTROLLER
By Valerie Hirshauer
Deputy Comptroller
Dated: 5/23/06

COUNTY COMPTROLLER SEAL ORANGE COUNTY, FLORIDA