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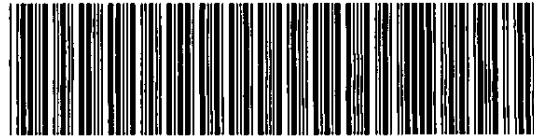
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CORP DIRECT AGENTS, INC. (formerly CCRS)
515 EAST PARK AVENUE
TALLAHASSEE, FL 32301
222-1173

FILING COVER SHEET
ACCT. #FCA-14

CONTACT: KATIE WONSCH

DATE: 03/18/2013

REF. #:

CORP. NAME: MIRASOL CLUB, INC. into THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC.

- | | | |
|--|---|--|
| ☐ ARTICLES OF INCORPORATION | ☐ ARTICLES OF AMENDMENT | ☐ ARTICLES OF DISSOLUTION |
| ☐ ANNUAL REPORT | ☐ TRADEMARK/SERVICE MARK | ☐ FICTITIOUS NAME |
| ☐ FOREIGN QUALIFICATION | ☐ LIMITED PARTNERSHIP | ☐ LIMITED LIABILITY |
| ☐ REINSTATEMENT | ☒ MERGER | ☐ WITHDRAWAL |
| ☐ CERTIFICATE OF CANCELLATION | | |
| ☐ OTHER: | | |

STATE FEES PREPAID WITH CHECK# 90007971 FOR \$ 78.75

AUTHORIZATION FOR ACCOUNT IF TO BE DEBITED:

_____ **COST LIMIT: \$** _____

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| ☐ CERTIFICATE OF STATUS | | |

Examiner's Initials

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3/21

ARTICLES OF MERGER
(Pursuant to Section 617.1105, Fla. Stat.)

1. The undersigned corporation, **THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of Florida, together with **MIRASOL CLUB, INC.**, a not-for-profit corporation duly organized, valid and in good standing under the laws of the State of Florida (hereinafter collectively referred to as the "**Constituent Corporations**") have adopted a Plan of Merger.
2. Pursuant to Section 617.1101, Fla. Stat., attached hereto and made a part hereof is the Plan of Merger with the Amended and Restated Articles of Incorporation of the Surviving Corporation appended as **Exhibit "B"** thereto (the "**Amended and Restated Articles**").
3. The Surviving Corporation under the Plan of Merger is **THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC.**, a not-for-profit corporation, which has, pursuant to the Amended and Restated Articles, changed its name to **MIRASOL CLUB & ASSOCIATION, INC.**
4. The Plan of Merger (and the Exhibits thereto) was adopted by the Board of Directors of **THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC.**, at a meeting held on February 25, 2013, pursuant to Section 617.1103, and Chapter 720., Fla. Stat., and were adopted by the Voting Members of **THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC.**, at a meeting held on March 11, 2013, by a sufficient number of votes cast for approval pursuant to the governing documents of said corporation.
5. The Plan of Merger (and the Exhibits thereto) was adopted by the Board of Directors of **MIRASOL CLUB, INC.**, by resolution on February 22, 2013, pursuant to Section 617.1103, Fla. Stat., and was adopted by the Members of **MIRASOL CLUB, INC.**, at a meeting held on March 11, 2013, by a sufficient number of votes cast for approval pursuant to the governing documents of said corporation.
6. The Effective Date of the merger of the Constituent Corporations shall be at 12:01 a.m. on March 21, 2013.

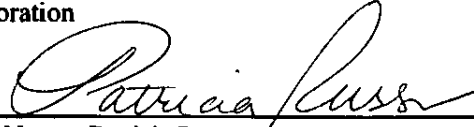
THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC., n/k/a MIRASOL CLUB & ASSOCIATION, INC., a Florida not-for-profit corporation

By: 
Print Name: David Dinin
Title: President

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**ACKNOWLEDGED AND AGREED THIS 12TH
DAY OF MARCH, 2013 BY:**

**MIRASOL CLUB, INC., a Florida not-for-profit
corporation**

By: 

Print Name: Patricia Russo

Title: President

PLAN OF MERGER

THIS PLAN OF MERGER, dated March 12, 2013 ("**Plan of Merger**"), is made between **THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "**Association**") and **MIRASOL CLUB, INC.**, a Florida not-for-profit corporation (the "**Club**") - the Association and the Club are sometimes hereinafter collectively referred to as the "**Constituent Corporations**".

WHEREAS, the Association is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, having been incorporated on April 11, 2000, as a not-for-profit corporation pursuant to Chapter 617, Fla. Stat., the Voting Members of which are entitled to vote on this Plan of Merger; and

WHEREAS, the Club is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida, having been incorporated on March 28, 2000 as a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, the members of which are entitled to vote on this Plan of Merger; and

WHEREAS, the Board of Directors of the Association and the Board of Directors of the Club deem it advisable and in the best interests of said corporations that The Club be merged with and into the Association as authorized by Section 617.1101 (1), Fla. Stat. pursuant to the terms hereinafter set forth; and

WHEREAS, on February 25, 2013, greater than a majority of the Board of Directors of the Association adopted a Resolution approving this Plan of Merger; and

WHEREAS, on February 22, 2013, greater than two-thirds of the Board of Directors of the Club adopted a Resolution approving this Plan of Merger;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and for the purpose of setting forth the terms and conditions of this Plan of Merger and the mode of carrying this merger into effect, and such other details and provisions as are deemed necessary or desirable, the parties hereto have agreed, subject to the requisite approvals of the members of each of the Constituent Corporations and other conditions as hereinafter set forth, as follows:

1. The above recitations are true and correct and are incorporated herein as if fully set forth below.
2. The Effective Date of the merger of the Constituent Corporations shall be at 12:01 a.m. on March 21, 2013 ("**Effective Date**") as provided in the Articles of Merger attached hereto as **Exhibit "A"** and made a part hereof ("**Articles of Merger**").

3. On the Effective Date:

(a) The Club shall be merged with and into the Association. The Association shall be and is hereby designated as the **"Surviving Corporation"**; however, Surviving Corporation shall assume the name of **MIRASOL CLUB & ASSOCIATION, INC.**

(b) The Initial Registered Agent of the Surviving Corporation shall be Richard G. Cherry, Esq., Cherry, Edgar & Smith, P.A., 8409 North Military Trail, Suite 123, Palm Beach Gardens, FL 33410.

(c) The Surviving Corporation shall continue to be a Florida not-for-profit corporation pursuant to Section 617.0302 (16), Fla. Stat.

(d) The Surviving Corporation shall continue to be defined as a **"Homeowners' Association"** pursuant to Section 720.301 (7), Fla. Stat.

(e) The legal existence of the entity formerly known as the **MIRASOL CLUB, INC.** as a separate, distinct corporation shall be extinguished.

(f) The Articles of Incorporation of the Surviving Corporation shall be amended and restated in accordance with the Amended and Restated Articles of Incorporation attached hereto as **Exhibit "B"** and made a part hereof (the **"Amended and Restated Articles"**).

(g) The By-Laws of the Surviving Corporation, shall be the By-Laws of the Club, as amended and restated in accordance with those certain Amended and Restated By-Laws attached hereto as **Exhibit "C"** and made a part hereof (the **"Amended and Restated By-Laws"**).

(h) The Declaration of Covenants, Restrictions and Easements for the Surviving Corporation shall be amended and restated in accordance with the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for The Country Club at Mirasol attached hereto as **Exhibit "D"** and made a part hereof (the **"Amended and Restated Declaration"**).

(i) At the Effective Date, all Equity Members of the Club shall remain members of the Surviving Corporation, with rights, privileges and responsibilities consistent with the status of each member as further described in the Amended and Restated Declaration, the Amended and Restated Articles and the Amended and Restated By-Laws.

(j) The Surviving Corporation shall, post-merger: (i) possess all of the rights, privileges, powers and franchises; (ii) be subject to all the restrictions, liabilities and duties; (iii) own and control all property, real, personal and mixed; (iv) be responsible for any and all debts due on whatever account; and (v) retain rights in any and all claims or actions, arising from, related to, assumed, assigned, owned or controlled by each Constituent Corporation as provided in Section 617.1106, Fla. Stat.

(k) All corporate acts, plans, policies, contracts, approvals and authorizations of the Club authorized or approved by its members, Board of Directors and officers or authorized

committees elected or appointed by said Board of Directors, that are valid and effective prior to the Effective Date, shall be taken for all purposes as the acts, plans, policies, contracts, approvals and authorizations of the Surviving Corporation and shall be as effective and binding thereon as the same were with respect to the Club.

(l) After the Effective Date, the cost of owning and operating: (i) the Common Areas other than the Recreational Facilities will be shared equally by all members; and (ii) the Recreational Facilities will be shared among the various categories of members substantially similar to the manner in which such expenses are shared by the equity Members of the Club under the existing Club Membership Plan and By-Laws (the "**Existing Club Documents**"). Persons purchasing a Unit will be required to make a recreational facilities membership contribution (the "**Recreational Facilities Membership Contributions**") in order to obtain a Recreational Facility Certificate, the amount of which will vary depending on the category of membership acquired. After the Effective Date: (i) the Association will identify the expenses related to the Recreational Facilities; and (ii) payments required to be paid to the Surviving Corporation for the costs of owning and operating the Recreational Facilities (sometimes referred to as "**Recreational Facilities Dues Assessments**") will be shared in the same manner as dues are shared under the Existing Club Documents such that Sports Members and Social Members will be charged sixty percent (60%) and twenty-five percent (25%), respectively, of the Recreational Facilities Dues Assessments charged to Golf Members.

(m) Pursuant to the Amended and Restated By-Laws, the Association will collect Recreational Facilities Capital Assessments and deposit same into the applicable Recreational Facilities Capital Reserve Fund. All Recreational Facilities Capital Assessments and Recreational Facilities Capital Reserve Funds: will: (i) be placed in a segregated account; (ii) be used solely for capital repairs, maintenance, improvements, replacements and additions to the Recreational Facilities (or debt service or like items related to the financing of such items); and (iii) not be included in operating revenue or be used to pay for operating expenses of the Association.

(n) After the Effective Date, all members of the Association will have equal voting rights for "general Association matters", including voting on the election of the Association's Board of Directors. However, pursuant to the Amended and Restated By-Laws, members will continue to be granted "weighted voting" on certain "**Recreational Facilities Matters**" (i.e., certain matters regarding rights, privileges and obligations related to the Recreational Facilities and the Recreational Certificates) based on the same methodology as Equity Memberships are currently weighted under the Existing Club Documents.

(o) A member's obligation to pay Recreational Facilities Dues Assessments, Recreational Facilities Capital Assessments and Recreational Facilities Membership Contributions will be secured by the Surviving Corporation's right to place a lien on such member's Unit.

(p) The assets, liabilities, reserves and accounts of each Constituent Corporation shall be recorded on the books of the Surviving Corporation in conformity with the pre-merger rights and obligations of the members of the Constituent Corporations. By way of example:

- (i) The obligation to return equity to a member when the member's Unit is sold to a new member shall be paid only from Recreational Facilities Membership Contributions received on the reissuance of the applicable membership to a new member, as provided in the Amended and Restated By-Laws.
- (ii) Pre-merger Equity Members of the Club shall exchange their existing membership certificates in the Club for Recreational Facilities Certificates to be issued by the Association.
- (iii) Reserve funds of the Association in existence on the Effective Date of the merger shall not be used for the ownership and operation of Recreational Facilities, but may only be used for the purposes for which they were originally created. Similarly, reserve funds of the Club, in existence as of the Effective Date or collected from members for the Recreational Facilities after the Effective Date, shall only be used for the Recreational Facilities.

(q) Immediately prior to the Effective Date, the Board of Directors of the Association consists of five (5) Directors (collectively, the "**Association Board**") and the Board of Directors of the Club consists of eight (8) Directors (collectively, the "**Club Board**"). Pursuant to the approval vote conducted in accordance with paragraph 4 of this Plan of Merger:

- (i) the members the Club Board on the Effective Date shall serve as the Board of Directors for the Surviving Corporation (the "**Surviving Corporation Board**");
- (ii) the terms of each of the members of the Surviving Corporation Board shall be the same as their respective terms remaining as Club Board members immediately prior to the Effective Date;
- (iii) the Association Board shall serve as the initial Community Maintenance & Security Committee for the Surviving Corporation; and
- (iv) the Association Board, the Club Board and the Surviving Corporation Board shall take whatever action is reasonably required to effectuate the foregoing.

(r) At the first meeting of the Surviving Corporation Board after the Effective Date, the Surviving Corporation Board shall adopt the Rules and Regulations of the Club ("**Rules and Regulations**") as additional Rules and Regulations of the Association.

(s) The Officers of the Surviving Corporation shall be determined by the Surviving Corporation Board at the first meeting of the Board of Directors after the Effective Date.

4. The effectiveness of this Plan of Merger shall be conditioned upon the occurrence of each and every of the following:

(a) For the Association, approval by a majority of the members of the Association Board, approval by Voting Members holding sixty-seven percent (67%) of the total votes in the Association and the consent of Taylor Woodrow Communities at Mirasol, Ltd. ("TW"), of: (i) this Plan of Merger and all actions and documents contemplated hereby; (ii) the Articles of Merger; (iii) the Amended and Restated Articles; (iv) the Amended and Restated By-Laws; and (v) the Amended and Restated Declaration;

(b) For the Club, approval of this Plan of Merger and all actions and documents contemplated hereby by: (i) two-thirds (2/3) of the members of the Club Board; (ii) approval by two-thirds (2/3) of the votes cast by the Equity Memberships of the Club entitled to vote at a meeting where a quorum consisting of Equity Members representing fifty-one percent (51%) of the Equity Memberships is present in person and/or by proxy; and (iii) a majority of the Equity Memberships eligible to cast votes; and

(c) For the Mirasol Master Maintenance Association, Inc. ("MMMA"), approval and consent by a majority of the members of the Board of Directors for MMMA (the "MMMA Board") of (i) this Plan of Merger and all actions and documents contemplated hereby; (ii) the Articles of Merger; (iii) the Amended and Restated Articles; (iv) the Amended and Restated By-Laws; and (v) the Amended and Restated Declaration.

(d) Unless waived by approval of two-thirds (2/3) of the members of the Club Board, the approval and consent by a majority of the members of the MMMA Board of the Amendments to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mirasol of even date herewith.

5. Upon approval as provided in paragraphs 4 (a), (b) and (c) above, the Articles of Merger and the Amended and Restated Articles shall forthwith be filed with the Secretary of State of the State of Florida.

6. Upon approval as provided in paragraphs 4 (a), (b) and (c), the Plan of Merger, Articles of Merger, the Amended and Restated Declaration, the Amended and Restated Articles and the Amended and Restated By-Laws shall forthwith be filed in the Public Records of Palm Beach County, Florida.

7. Upon their respective Board approvals as described in paragraphs 4 (a) and (b) above, neither the Association Board nor the Club Board may abandon the merger prior to or after Member approval as provided in paragraphs 4 (a) and (b) above, unless (i) the requisite member approval fails to occur on or before the meeting scheduled for March 11, 2013, or any adjournments thereof, or (ii) the requisite approvals described in paragraphs 4 (c) fail to occur on or before March 11, 2013.

8. Each Constituent Corporation has disclosed or made available to the other Constituent Corporation its financial statements, balance sheets, tax returns, and schedules of assets, all of the foregoing for the preceding two (2) years and prepared according to generally accepted accounting principles. Each Constituent Corporation has disclosed or made available to the other Constituent Corporation its membership roster, and schedules of all contracts and other obligations and benefits to which it is a party.

9. This Plan of Merger and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all proceedings hereunder shall be Palm Beach County, Florida.

10. This Plan of Merger cannot be altered or amended except pursuant to an instrument in writing signed on behalf of both Constituent Corporations, and approved by the Board of Directors and the members of the Constituent Corporations as provided in paragraphs 4 (a) and (b) above.

11. In order to facilitate the filing and recording of the documents described in this Plan of Merger, any number of counterparts hereof may be executed, and facsimile and electronic pdf transmissions shall be deemed to be an original.

12. At the request of the Club and the Association, TW is executing this Plan of Merger and other documents related thereto solely for purposes of evidencing TW's consent to same. In no event shall such TW consent be deemed to create any representation, warranty, covenant or liability of TW.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first above written.

MIRASOL CLUB, INC., a Florida not-for-profit corporation

By: Patricia Russo
Print Name: Patricia Russo
Title: President

**THE COUNTRY CLUB AT MIRASOL
COMMUNITY ASSOCIATION, INC.**, a
Florida not-for-profit corporation

By: David Dinning
Print Name: DAVID DINING
Title: PRESIDENT

**TAYLOR WOODROW COMMUNITIES AT
MIRASOL, LTD.**, a Florida limited partnership,
solely for purposes paragraph 12 hereof.

By: TWC/Mirasol, Inc., a Florida corporation,
General Partner

By: _____
Print Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first above written.

MIRASOL CLUB, INC., a Florida not-for-profit corporation

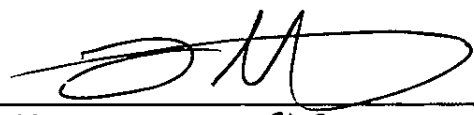
By: _____
Print Name: _____
Title: _____

**THE COUNTRY CLUB AT MIRASOL
COMMUNITY ASSOCIATION, INC.**, a
Florida not-for-profit corporation

By: _____
Print Name: _____
Title: _____

**TAYLOR WOODROW COMMUNITIES AT
MIRASOL, LTD.**, a Florida limited partnership,
solely for purposes paragraph 12 hereof.

By: TWC/Mirasol, Inc., a Florida corporation,
General Partner

By:  _____
Print Name: Louise E. Stephens
Title: President

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE COUNTRY CLUB AT MIRASOL COMMUNITY ASSOCIATION, INC. n/k/a
MIRASOL CLUB & ASSOCIATION, INC.
(A Not For Profit Corporation)**

Pursuant to Section 617.1105 of the Florida Not-For-Profit Corporation Act, Mirasol Club, Inc., a Florida not-for-profit corporation (the "Club"), was merged with and into The Country Club at Mirasol Community Association, Inc., a Florida not-for-profit corporation pursuant to a Plan of Merger, dated March 12, 2013 ("Plan of Merger"). As part of the Plan of Merger, the requisite number of members and Board of Directors of each of the Club and The Country Club at Mirasol Community Association, Inc., approved that the following Amended and Restated Articles of Incorporation ("Articles of Incorporation" or "Articles") amend and restate in their entirety the prior Articles of Incorporation of The Country Club at Mirasol Community Association, Inc.

**ARTICLE I
NAME**

The name of the corporation shall be Mirasol Club & Association, Inc. (hereinafter referred to as the "Association"). Its principal office shall be at 11600 Mirasol Way, Palm Beach Gardens, Florida 33418 or at such other place as may be designated, from time to time, by the Board of Directors.

**ARTICLE II
DURATION**

The period of duration of the Association is perpetual.

This Document was Prepared by:

Richard G. Cherry, Esq.
Cherry, Edgar & Smith, P.A.
8409 N. Military Trail, Suite 123
Palm Beach Gardens, FL 33410
(561) 471-7767 (561) 471-7974 Facsimile
Florida Bar No.: 303860

ARTICLE III PURPOSE

The purpose for which the Association is organized is to further the interests of the Members, including without limitation, maintenance of property owned by, dedicated to or agreed to be maintained by the Association (including, without limitation the Recreational Facilities), and the protection of private property, to exercise all the powers and privileges, and to perform all of the duties and obligations of the Association as defined and set forth in that certain Amended and Restated Community Declaration of Covenants, Conditions, Restrictions and Easements for The Country Club at Mirasol (the "Declaration") to be recorded in the public records of Palm Beach County, Florida, including, but not limited to, the establishment and enforcement of payment of Assessments and fines contained therein. All capitalized terms used herein shall have the meaning ascribed to such terms in the Declaration.

ARTICLE IV POWERS

The powers of the Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers.

The Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers.

The Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

1. The power to fix, levy and collect Assessments, as provided for in the Declaration.
2. The power to expend monies collected for the purpose of paying the expenses of the Association.
3. The power to manage, control, operate, maintain, repair and improve the Area of Common Responsibility and the Preservation Areas.
4. The power to purchase supplies, material and lease equipment required for the maintenance, repair, replacement, operation and management of the Area of Common Responsibility and the Preservation Areas.
5. The power to insure and keep insured the Area of Common Responsibility and the Preservation Areas as provided in the Declaration.

6. The power to employ the personnel required for the operation and management of the Association and the Area of Common Responsibility and the Preservation Areas.

7. The power to pay utility bills for utilities serving the Area of Common Responsibility and the Preservation Areas.

8. The power to pay all taxes and assessments which are liens against the Area of Common Responsibility and the Preservation Areas.

9. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements.

10. The power to control and regulate the use of the Properties.

11. The power to make reasonable rules and regulations and to amend the same from time to time.

12. The power to enforce by any legal means the provisions of these Articles, the By-Laws, the Declaration and the rules and regulations promulgated by the Association from time to time.

13. The power to borrow money and to select depositories for the Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

14. The power to appoint committees as the Board of Directors may deem appropriate.

15. The power to collect delinquent Assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Owners and others for violation of the provisions of the Declaration, these Articles of Incorporation, the By-Laws or the Rules and Regulations.

16. The power to bring suit and to litigate on behalf of the Association and the Members.

17. The power to adopt, alter and amend or repeal the By-Laws of the Association as may be desirable or necessary for the proper management of the Association.

18. The power to provide any and all supplemental municipal services as may be necessary or proper.

19. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

Section 3. Funds and Title to Properties.

All funds and title to all properties acquired by the Association and the proceeds thereof shall be held in the name of the Association for the benefit of the Members in accordance with the provisions of the Declaration.

Section 4. Limitations.

The powers of the Association shall be subject to and be exercised in accordance with the provisions of the Declaration and the By-Laws.

Section 5. Recreational Facilities as Common Areas.

Pursuant to the Declaration, the Recreational Facilities are included in the Common Areas.

ARTICLE V PROHIBITION AGAINST DISTRIBUTION OF INCOME

The Association is one which does not permit pecuniary gain or profit. Except for services rendered by a member under contract or agreement with the Association, no part of any net earnings shall inure to the benefit of any member, director, officer, or other private individual and as such they will have no interest in or title to any of the property or assets of the Association. Nothing herein shall prohibit the Association from reimbursing its directors and officers for all expenses reasonably incurred in performing services rendered to the Association.

ARTICLE VI QUALIFICATIONS OF MEMBERSHIP

The qualifications to become a Member and the manner of admission shall be as provided in the Declaration and the By-Laws.

ARTICLE VII CAPITAL STOCK

The Association shall have no capital stock and shall be composed of members rather than shareholders.

ARTICLE VIII VOTING RIGHTS

The right to vote on Association matters shall be exercised as provided in the Declaration and By-Laws.

ARTICLE IX LIABILITY FOR DEBTS

Neither the Members nor the officers or directors of the Association shall be liable for the debts of the Association.

ARTICLE X BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors consisting of nine (9) directors, except as may otherwise be provided in the By-Laws.

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Association and are vested with the management authority thereof. Subject to the limitations set forth in the Declaration and the By-Laws, the Board of Directors will be responsible for the administration of the Association and will have the authority to control the affairs of the Association.

Section 3. The method of election and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Association.

ARTICLE XI BY-LAWS

The By-Laws of the Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XII CONSTRUCTION

These Articles of Incorporation and the By-Laws of the Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the By-Laws, the following order of priority shall apply: (1) the Declaration, (2) the Articles of Incorporation, and (3) the By-Laws.

ARTICLE XIII INDEMNIFICATION

The Association shall indemnify its directors, officers and committee members and may indemnify its employees and agents, to the fullest extent permitted by applicable Florida Statutes, as the same may be amended and supplemented, from and against any and all of the expenses or liabilities incurred in defending a civil or criminal proceeding, or other matters referred to in or covered by said provisions, including, but not limited to, the advancement of expenses prior to the final disposition of such proceedings and amounts paid in settlement of

such proceedings, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of members or disinterested directors, officers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, committee member, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person and an adjudication of liability shall not affect the right to indemnification for those indemnified. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such officer, director or committee member of the Association may be entitled.

ARTICLE XIV AMENDMENT

Amendments to these Articles of Incorporation shall require the affirmative vote of Members casting sixty-seven percent (67%) of the total votes in the Association in favor of such amendment.

ARTICLE XV DISSOLUTION

In the event of dissolution or final liquidation of the Association, all of the property and assets of the Association, after payment of its debts, shall be distributed as permitted by Florida law or a court having jurisdiction: (i) first to the Members in proportion to the value of the Recreational Certificates owned by such Members until distributions equal to such values have been distributed; and (ii) thereafter to the Members in equal proportions.

ARTICLE XVI TRANSFER OF MEMBERSHIP

A membership may be transferred only in accordance with the procedures set forth in the Declaration and the By-Laws.

ARTICLE XVII REGISTERED AGENT AND REGISTERED OFFICE

The street address of the initial registered office of this corporation is 8409 North Military Trail, Suite 123, Palm Beach Gardens, Florida 33410 and the name of the initial registered agent of this corporation is Richard G. Cherry.

IN WITNESS WHEREOF, the foregoing Amended and Restated Articles of Incorporation have been executed, effective as of March 21, 2013.

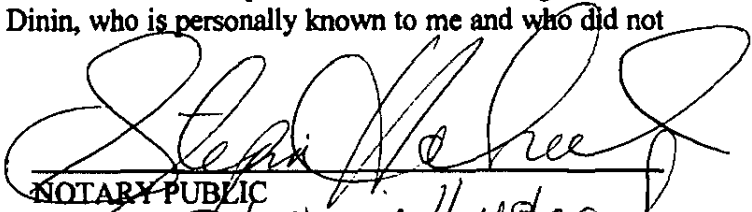
**THE COUNTRY CLUB AT MIRASOL COMMUNITY
ASSOCIATION, INC. n/k/a
MIRASOL CLUB & ASSOCIATION, INC.**

By: 
Name: David Dinin
Its: President

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

The foregoing Amended and Restated Articles of Incorporation was acknowledged before me this 15 day of March, 2013, by David Dinin, who is personally known to me and who did not take an oath.




NOTARY PUBLIC
Print Name: Stephanie Halstead
Commission Exp: 1510592
Commission No.: 11212014

ACCEPTANCE OF REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THESE ARTICLES, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

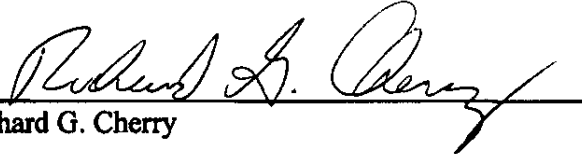

Richard G. Cherry

EXHIBIT "C" TO PLAN OF MERGER

**AMENDED AND RESTATED BY-LAWS
OF
MIRASOL CLUB & ASSOCIATION, INC.**

**AMENDED AND RESTATED BY-LAWS
OF
MIRASOL CLUB & ASSOCIATION, INC.**

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ARTICLE I PURPOSES

MIRASOL CLUB & ASSOCIATION, INC. (the "**Community Association**") was established to control and regulate the use of the Property in accordance with the Amended and Restated Declaration of Covenants, Restrictions and Easements for The Country Club at Mirasol, as amended from time to time (the "**Declaration**"). Unless otherwise defined herein, capitalized terms used herein shall have the same meaning ascribed to such terms in the Declaration.

The purposes of the Community Association include:

- (i) promoting, assisting and providing adequate and proper maintenance of the property subject to the Declaration (the "**Property**") for the benefit of all members of the Community Association (the "**Member(s)**");
- (ii) providing recreational activity within the Property through the acquisition, ownership and management of golf, tennis, swim, fitness, sales center, clubhouse and related land and facilities (the "**Recreational Facilities**") formerly owned by Mirasol Club, Inc., a Florida not-for-profit corporation (the "**Former Club**") that merged with and into the Community Association (the "**Merger**"), for the pleasure and benefit of Members;
- (iii) enhancing the quality of life and property values within the residential community commonly known as The Country Club at Mirasol and which is comprised of the Property subject to the Declaration (the "**Community**") through means and methods as the Community Association may deem in the best interest of its Members and maintaining the private nature of the Recreational Facilities and the Community;
- (iv) exercising all powers and discharging all responsibilities granted to the Community Association as a corporation and as a homeowners' association under the laws of the State of Florida, the Amended and Restated Articles of Incorporation of the Community Association (the "**Articles**"), these Amended and Restated By-Laws (these "**By-Laws**") and the Declaration;
- (v) acquiring, holding and conveying and otherwise dealing with real and/or personal property in the Community Association's capacity as a homeowners' association; and
- (vi) to otherwise engage in such additional lawful activities for the benefit, use, convenience and enjoyment of its Members as it may deem proper and as contemplated by the Declaration. The powers of the Community Association shall be exercised by its Board of

Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles, these By-Laws, the Master Association Documents, or by law. These By-Laws are the By-Laws referred to in the Declaration.

ARTICLE II COMMUNITY ASSOCIATION EMBLEM

The emblem of the Community Association will be of a style and design to be approved by the Board of Directors.

ARTICLE III MEMBERS' MEETINGS

Section 1. ANNUAL MEETING.

An annual meeting of the Members will be held on or before April 30th of each year on the date specified by the Board of Directors. Each annual meeting will be held at such time and place within the Recreational Facilities, as the Board of Directors may designate. The business to be conducted at the annual meeting shall be determined by the Board of Directors and shall include the election of directors.

Section 2. SPECIAL MEETINGS.

Special meetings of the Members may be called by the President, a majority of the members of the Board of Directors, or by the written request of persons representing ten percent (10%) or more of the Memberships. Any request will be submitted to the President who will call a special meeting within sixty (60) days of the date of receipt of such request. Notices of any special meeting must contain the date, time, place and purpose for the special meeting and no other business may be transacted at that meeting except as stated in the notice. If the purpose of the special meeting includes a matter requiring a vote of the Members, the proposal shall go to the Board of Directors for consideration and approval to determine the number of votes required for approval of the motion.

Section 3. NOTICES.

The Secretary will give not less than fourteen (14) days nor more than sixty (60) days prior notice, which shall be mailed (postage prepaid), personally delivered, or electronically transmitted to all Members, stating the date, time, place and, if a special meeting, the purpose of such special meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Community Association. Notice of any Member meeting will be posted on the official bulletin board at the Clubhouse on the date of its mailing to Members.

Section 4. QUORUM.

Except as otherwise provided in these By-Laws or the Declaration, the presence, either in person or by proxy, of Members representing thirty percent (30%) of the total number of

Memberships then entitled to vote (irrespective of the number of votes which may be cast by each Membership) will constitute a quorum at any meeting of the Members of the Community Association.

Section 5. PROXIES AND VOTING PROCEDURES.

(a) Members may vote by proxy. The Board of Directors will determine the form and procedure for the use of proxies, which may include, at the option of the Board of Directors electronic proxies as permitted by applicable law. The proxy must include the date, time and place of the meeting for which it was given and must be signed and dated by the Member. The Board of Directors may permit voting by secret ballot of Members who are not in attendance at a meeting of the Members for the election of Directors. The Board of Directors, at its option, from time to time may permit electronic voting if permitted by applicable law.

(b) Each Membership is entitled to cast a single ballot at any meeting of the Members, either in person or by proxy.

(c) In any situation in which a Member has the right to vote, voting rights may be exercised by a Member or the Member's spouse if the Unit is owned by one or both spouses. In any situation where more than one Person holds an interest in a Unit (other than two spouses), or a company or other form of entity owns the Unit, the owners shall file with the Secretary of the Community Association a notice designating the name of an individual who shall be authorized to cast the vote(s) for the respective Unit. The person designated for an entity-owned Unit must be a Designated User. In the absence of such notice, no Person shall be entitled to cast the vote(s) with respect to such Unit.

(d) The Board of Directors may suspend the voting rights of a Member for the nonpayment of any monetary obligation due to the Community Association that is more than ninety (90) days delinquent.

Section 6. VOTING RIGHTS AND PERCENTAGE.

(a) Except as otherwise expressly provided in the Declaration, the Articles, these By-Laws or applicable law, the affirmative vote of a majority of the votes cast by Members of the Community Association at a meeting where a quorum is established shall be required for the item to be approved.

(b) On all matters to be voted upon by the Members, except Recreational Facilities Matters (as hereinafter defined) or Expansion Votes (as hereinafter defined), each Unit shall be entitled to one vote.

(c) In any vote with respect to Recreational Facilities Matters, Golf Members are entitled to five (5) votes per Golf Membership; Sports Members are entitled to three (3) votes per Sports Membership; and Social Members are entitled to one (1) vote per Social Membership. For purposes of the Declaration and these By-Laws, "Recreational Facilities Matters" shall mean any action by the Community Association which:

- (i) materially changes the rights and privileges of any category of Membership to use the Recreational Facilities;
- (ii) discontinues operation of any of the material Recreational Facilities other than temporary closures for maintenance, replacement, repair, improvement or expansion;
- (iii) a change in the percentage of the Recreational Facilities Membership Contribution paid by an incoming Member in which a resigned Member is entitled to receive upon resignation and reissuance of a Membership;
- (iv) materially alters the ability of Members to designate the tenant of their Unit as the beneficial user of their Membership privileges subject to the Declaration and the Rules and Regulations,;
- (v) materially alters the ability and requirement of Members to arrange for the transfer of their Memberships to the subsequent purchasers of their Units;
- (vi) increases the cap on the number of Golf Memberships which may be issued;
- (vii) permits the offering of Social Memberships to persons other than existing Social Members or purchasers of Units owned by existing Social Members;
- (viii) changes the categories of Membership available in the Community Association;
- (ix) materially alters any of the provisions of Articles XII and XIII hereof, including, without limitation, the limitations on Sports Membership and Social Membership Recreational Facilities Dues Assessments and the limitation on Recreational Facilities Capital Assessments; or
- (x) changes the number of votes granted to the various categories of Membership and the other matters set forth in this Article III, Section 6.

(d) In any vote with respect to Expansion Assessments, Expansion Expenditures or other expenditures out of the applicable Recreational Facilities Capital Reserve Fund requiring Member approval (collectively, the "**Expansion Votes**"), each Membership entitled to vote shall have the number of votes provided in Article XIII, Section 8 of these By-Laws.

(e) In any vote with respect to items (c)(i) or (c)(iii) above, in addition to an affirmative vote of a majority of the total votes eligible to be cast by the Members of the

Community Association at an annual or special meeting of the Members where a quorum of Memberships is present in person and/or by proxy using weighted voting, approval by a majority of the votes cast by Memberships in the affected category must also approve such change.

Section 7. ACTION WITHOUT MEETINGS.

No action may be taken by the Members except at a properly called and noticed annual or special meeting of the Members and no action may be taken by the written consent of the Members in lieu of such meeting.

Section 8. FIXING OF RECORD DATE.

For the purpose of determining the Members entitled to notice or to vote at any meeting of the Members, or, in order to make a determination of the Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of the Members, such date, in any case, to be no more than sixty (60) days and not less than fourteen (14) days, before the date of such meeting. If no record date is fixed for the determination of the Members entitled to notice of, or to vote at, a meeting of the Members, the business day preceding the date on which notice of the meeting is mailed shall be the record date for such determination of the Members. When determination of the Members entitled to vote at any meeting of the Members has been made, such determination shall apply to any adjournment of the meeting.

Section 9. CONDUCT AT MEETINGS.

The President or the President's designee shall preside over all meetings of the Community Association and the Secretary shall keep or cause to be kept the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

ARTICLE IV BOARD OF DIRECTORS

Section 1. NUMBER.

The government and administration of the affairs and the Property of the Community Association will be vested in a Board of Directors in accordance with the Articles and these By-Laws. In accordance with the Plan of Merger, the initial Board of Directors shall consist of the eight (8) persons who served as the Board of Directors of the Former Club (the "**Former Club Board**") immediately prior to the effective date of the Plan of Merger (the "**Effective Date**"). The total number of directors will be nine (9) after the first election following the Effective Date, which first election shall be held in accordance with Article IV, Section 4(f) hereof. Each director from the Former Club Board shall serve a term on the Community Association's Board of Directors equal to the balance of the term such Director had remaining on the Effective Date. At each election held after the Effective Date, the members will elect, by a vote of the Membership in person, by proxy and/or by absentee ballot, the members of the Board to fill the positions of those directors whose terms are expiring and any vacancies on the Board of Directors caused by the death, disability, resignation or ineligibility of a director.

Section 2. DIRECTOR'S ELIGIBILITY REQUIREMENTS.

Only persons who are Members, Members' spouses or Designated Users (as hereinafter defined) may serve on the Board. If the sale or transfer of an ownership interest in a Unit in the Community results in a Board member no longer being eligible to serve on the Board, such Board member shall be deemed to have resigned from the Board as of the date of such sale or transfer. A Member who is delinquent in the payment of any fee, fine or other monetary obligation to the Community Association for more than ninety (90) days may not serve on the Board of Directors. A person who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in Florida, is not eligible to serve on the Board of Directors unless such person's civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board.

Section 3. INDEMNIFICATION.

The directors and officers of the Community Association shall not be liable to the Community Association or any of its Members for decisions made regarding the Community Association, its facilities or its operations, and the Community Association, subject to applicable law shall indemnify and hold harmless such officers and directors from and against any and all actions, claims, damages and costs arising out of or resulting from any actions taken or decisions made by the directors or officers; provided, however, that the directors and officers act in good faith and in a manner they believe to be in the best interests of the Community Association and its Members and in accordance with law. The Community Association shall obtain, at its expense, directors and officers insurance with such limits and upon such terms and conditions as the Board of Directors shall determine from time to time.

Section 4. NOMINATION OF DIRECTORS.

(a) Nominating Committee Selection Committee. The Community Association shall announce the formation of a Nominating Committee Selection Committee (the "Nominating Committee Selection Committee") and make a request for candidates for such committee not more than one hundred twenty (120) days and not less than ninety (90) days prior to each annual meeting. The Nominating Committee Selection Committee shall be comprised of a total of seven (7) persons: (i) three (3) members of the Board of Directors whose terms are not expiring at the next annual meeting of the Members; (ii) three (3) Members (or spouses or Designated Users thereof) randomly selected by an independent source from persons who submit written notice of their desire to serve on the Nominating Committee Selection Committee; and (iii) one (1) president of a Village Association randomly selected by an independent source from presidents of Village Associations who submit written notice of their desire to serve on the Nominating Committee Selection Committee. Not more than ninety (90) days and not less than sixty (60) days before the annual meeting of the Members, the Nominating Committee Selection Committee shall appoint five (5) Members (or spouses or Designated Users thereof) to serve as the Nominating Committee. No Nominating Committee Selection Committee member (or spouse or Designated User thereof) may be appointed to the Nominating Committee appointed by such Nominating Committee Selection Committee. To be eligible to serve on the Nominating Committee Selection Committee or the Nominating Committee, a Member (or spouse or

Designated User thereof) must (i) be in good standing and current in all financial obligations to the Community Association, and (ii) not be a candidate or spouse of a candidate for the election for which the Nominating Committee Selection Committee and Nominating Committee are being appointed. Members of the Nominating Committee Selection Committee and Nominating Committee will serve for a term of one (1) year or until their successors are appointed and qualified. Unless specifically requested by a majority of the Board of Directors, the Nominating Committee will not nominate candidates to fill any vacancies occurring by reason of death, resignation or otherwise, except in connection with an election at an annual meeting to fill a vacancy for the balance of the term.

(b) **Candidates by Nomination.** Not more than one hundred (100) days prior to the annual meeting, the Community Association will notify Members of the upcoming election, request candidates and provide a deadline for submission of written materials. Members desiring to be considered for nomination by the Nominating Committee must timely submit a resume or other information form as may be requested by the Nominating Committee, consent to a background check and agree to an interview with the Nominating Committee. The Nominating Committee will nominate, at least forty (40) days prior to the Members' meeting for election to the Board of Directors, the names of at least one (1) but not more than three (3) persons for each open position on the Board of Directors to be submitted to the Members at such meeting. The names of any nominees nominated by the Nominating Committee, after having been certified by the Secretary or any other officer that they are qualified for election and have been nominated in accordance with the provisions of these By-Laws, will be posted on the official bulletin boards of the Community Association. Each person nominated by the Nominating Committee must meet the eligibility requirements described in Article IV, Section 2 above. Any person who was considered by the Nominating Committee who is not nominated by the Nominating Committee will be a candidate by self-nomination and entitled to all candidates' rights described in Article IV, Section 4(d).

(c) **Candidates by Self-Nomination.** Any Member (or spouse or Designated User thereof) who desires serve on the Board of Directors who (i) submits a resume or other information form as may be requested by the Community Association for inclusion in candidate information materials, and (ii) agrees to a background check to determine eligibility for serving on the Board of Directors, will be included as a candidate provided the person meets the eligibility criteria for serving on the Board of Directors as outlined in Article IV, Section 2 hereof. All applicable materials for self-nomination must be submitted to the Community Association no later than ten (10) days after the Nominating Committee has made its nominations. Persons who are or were members of the then current Nominating Committee Selection Committee or Nominating Committee or spouses of such members shall not be eligible to self-nominate.

(d) **Candidate Information.** The nominees nominated by the Nominating Committee, as well as any qualified persons timely self-nominated, will be included on any proxy or ballot mailed to the Members of the Community Association and posted on the official bulletin boards of the Community Association. All communications to the Members with respect to nominees will be standardized. All communications to inform Members of the qualifications of nominees, whether nominated by the Nominating Committee or self-nominated, will be mailed at the same time with information as to whether such nominee was nominated by

the Nominating Committee (i.e., a "Candidate by Nomination") or self-nominated (i.e., a "Candidate by Self-Nomination"). All candidates, whether nominated by the Nominating Committee or self-nominated, will be entitled to participate at any "Meet the Candidates" activities.

(c) **Nomination at Annual Meeting.** A Member (or spouses or Designated User thereof) who meets the eligibility requirements described in Article IV, Section 2 above may nominate himself or herself as a candidate for the Board of Directors at the meeting at which the election is to be held.

(f) **First Election After Merger.** Article IV, Sections 4(a), (b), (c) and (d) shall not apply to the first election of directors held after the Merger. All candidates for inclusion in the first election of directors held after the merger shall have been nominated by the Former Club's nominating committee or by the membership petition process of the Former Club; provided that Members (or spouses or Designated Users thereof) may self-nominate at the first election meeting in accordance with Article IV, Section 4(e) above. Four (4) directors will be elected at the first election with the elected director receiving the fewest number of votes serving until the next annual meeting of the Members.

Section 5. ELECTIONS.

(a) The vacancies for those directors whose terms have expired and any other vacancies on the Board shall be filled by the candidates receiving the highest number of votes at the annual meeting of the Members.

(b) There will be no cumulative voting and no preemptive rights. Voting will either be in person or by proxy; provided that the Board may elect to permit the use of secret absentee ballots in its discretion. Ballots for the election of Directors shall be void unless votes are cast on such ballot for the number of vacancies on the Board to be filled at each election. Prior to each election, the Board of Directors shall appoint a Teller Committee to review and count ballots, which shall be composed of five (5) Members none of whom shall be (i) current or nominated Board members, or (ii) members of the then current Nominating Committee Selection Committee or Nominating Committee.

Section 6. TERMS OF DIRECTORS.

(a) The length of term of office of the members of the Board of Directors elected after the Effective Date shall be three (3) years.

(b) No Board member shall serve for more than six (6) consecutive years and must remain off the Board of Directors for at least two (2) years prior to serving again. Any time spent on the Former Club Board prior to the Effective Date will be treated as time served on the Board of Directors for purposes of these limitations.

(c) In the event of the death, disability, resignation or ineligibility of a director, the members of the Board may elect a successor to fill the vacancy until the next election is held at which time a director will be elected to serve the remainder of the term.

**ARTICLE V
MEETINGS OF BOARD OF DIRECTORS**

Section 1. ANNUAL MEETING.

The Board of Directors will hold an annual meeting to elect officers and to consider any other matters as may be properly brought before the meeting. The annual meeting of the Board of Directors will be held within ten (10) days after the annual meeting of the Members of the Community Association.

Section 2. QUORUM.

A majority of the Board of Directors will constitute a quorum at any meeting for the transaction of business.

Section 3. MEETINGS.

The Board of Directors will have a minimum of five (5) regular meetings in each year at such times as the Board of Directors will determine. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of the directors.

Section 4. VOTING.

A majority of the votes of the Board of Directors eligible to be cast on a particular matter is necessary for passage of any motion, except as otherwise expressly provided herein. Directors may not vote by proxy or by secret ballot at Board meetings, except for the election of officers where secret ballot may be used.

Section 5. NOTICE OF MEETINGS.

(a) Notice of any meeting of the Board of Directors, regular or special, must be given to all Members by (i) posting in a conspicuous place in the Community at least forty-eight (48) hours prior to the meeting, except in an emergency, or (ii) mailing or delivering to each Member notice of the meeting at least seven (7) days prior to the meeting, except in an emergency. Alternatively, the Board of Directors may elect to provide notice to each Member by publication to the Members, provision of a schedule of Board meetings to Members or such other reasonable means of notice permissible by law.

(b) An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to Members and conspicuously posted at the Clubhouse not less than fourteen (14) days prior to the meeting.

Section 6. OPEN MEETING.

All meetings of the Board shall be open to all Members and Members shall be entitled to speak at such meetings subject to written policies developed by the Board. Notwithstanding the above, Members may be excluded from: (i) meetings of the Board and the Community Association's legal counsel to discuss proposed or pending litigation; (ii) meetings of the Board or any Committee for the purpose of discussing personnel matters; and (iii) such other meetings as determined by the Board from time to time, provided such exclusion is permitted by applicable law.

Section 7. TELEPHONIC MEETINGS.

Members of the Board of Directors may participate in any meeting by means of a conference telephone or similar communications equipment. All persons participating in the meeting must be able to hear each other at the same time. Participation by such means will constitute presence in person at the meeting.

**ARTICLE VI
POWERS OF THE BOARD OF DIRECTORS**

Section 1. MANAGEMENT OF THE COMMUNITY ASSOCIATION.

Except as otherwise provided in these By-Laws, the Declaration or in the Articles, the Board of Directors will exercise all powers of the Community Association and do all acts and things necessary to carry out the purposes of the Community Association.

Section 2. DUTIES AND POWERS.

The Board of Directors will:

- (a) Elect the officers of the Community Association;
- (b) Appoint committees and assign duties;
- (c) Fill vacancies on the Board of Directors due to death, resignation, inability to perform duties, ineligibility or otherwise, until the next election of directors;
- (d) Appoint the General Manager and other employees and delegate such authority as is considered necessary for the proper operation and management of the Community Association;
- (e) Adopt, alter, amend or repeal the Rules and Regulations of the Community Association, and other rules and regulations governing use of the Community Association and all its Common Areas by Members and their guests;
- (f) Determine the amount of assessments, fees and other charges, subject to the provisions of Articles XII and XIII hereof;

(g) Have the power to replace any director who fails to attend fifty percent (50%) of the regular Board meetings in any one (1) fiscal year, or who is removed for cause as determined by the vote of two-thirds (2/3) of the members of the Board of Directors;

(h) Subject to the provisions of Articles XII and XIII hereof, have the power to expend funds to the extent of the amount in the Community Association's treasury or owing to the Community Association and to make contracts;

(i) Have the power to borrow money and incur indebtedness for the purposes of the Community Association; and, to cause promissory notes, bonds, mortgages or other evidences of indebtedness to be executed and issued; provided however, without the approval of the Members, these powers are limited to:

- (i) borrowing funds to the extent required to maintain the Common Areas other than the Recreational Facilities;
- (ii) borrowing funds required to purchase and finance or refinance the "Sales Center" and pay other items to the Declarant pursuant to that certain Turnover Agreement, with an effective date of June 29, 2010, by and between the Former Club and the Declarant, as amended (the "Turnover Agreement") which amounts may be secured by a mortgage and/or other security instruments encumbering all or a portion of the Property;
- (iii) incurring indebtedness in the ordinary course of business (such as trade vendors, equipment financing, etc.) which indebtedness shall not be secured by a mortgage or other security instruments encumbering the Real Property;
- (iv) incurring indebtedness represented by lines of credit with a principal balance not exceeding One Million and No/100 Dollars (\$1,000,000.00), which indebtedness shall not be secured by a mortgage or other security instruments encumbering the Real Property;
- (v) incurring indebtedness to fund emergency expenditures, including capital expenditures as provided in Article XIII, Section 9 hereof; and
- (vi) refinancing any permitted indebtedness.

(j) Have the power to do all such other acts and things as are permitted by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.

Section 3. ISSUANCE OF RECREATIONAL FACILITY CERTIFICATES.

The Board of Directors shall have the sole authority to issue, cancel and transfer certificates referencing Members' category of Membership (the "**Recreational Facility Certificates**") which certificates shall be prepared in form and content consistent with the provisions of the Declaration, the Articles and these By-Laws.

Section 4. COMPENSATION.

No director will receive a salary or any other compensation whatsoever from the Community Association, but will be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these By-Laws.

Section 5. INTERPRETATION OF BY-LAWS.

The Board of Directors will have the corporate power generally to do everything permitted for non-profit corporations by law, statute, the Declaration, the Articles and these By-Laws, and to determine the interpretation or construction of the Articles, these By-Laws and Rules and Regulations, or any parts hereof, and its decision shall be final and conclusive, so long as consistent with applicable law.

**ARTICLE VII
OFFICERS**

Section 1. ELECTION OF OFFICERS.

The Board of Directors at each annual meeting of the Board of Directors will elect, to serve for the term of one (1) year and until their successors will be elected, a President, a Vice President, a Treasurer and a Secretary, and such other officers as the Board of Directors from time to time determines appropriate. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 2. PRESIDENT.

The President shall preside at all meetings of the Members and all meetings of the Board of Directors and shall enforce observance of the provisions of the Declaration, these By-Laws and all Rules and Regulations of the Community Association. The President may call special meetings of the Members and the Board of Directors, and shall be an ex-officio member of all Committees. The President is empowered to execute all documents requiring execution in the name of the Community Association, except those which the Board of Directors specifies may be signed by other persons. The President shall also have the power to set the agendas at the annual meeting of the Members and at all meetings of the Board of Directors. The President shall render an annual report at the annual meeting of the Members.

Section 3. VICE PRESIDENT.

In the absence or disability of the President, the Vice President will perform and carry out all duties and responsibilities of the President. The Vice-President shall assist the President generally, and exercise other powers and perform other duties as prescribed by the Board of Directors.

Section 4. SECRETARY.

The Secretary shall attend all regular and special meetings of the Members and the Board of Directors and will keep, or cause to be kept, records and minutes of all such meetings. The Secretary will be responsible for giving all required notices of Member and Board of Directors meetings. The Secretary will keep or cause to be kept the Seal of the Community Association and all Membership records will be kept under the Secretary's supervision. The Secretary will be responsible for the minute book of the meetings of the Board of Directors and Members.

Section 5. TREASURER.

The Treasurer will be Chairperson of the Finance/Budget Committee. The Treasurer will cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Community Association, and it will be the Treasurer's duty to collect monies due the Community Association from the issuance of Memberships, assessments and charges of Members of the Community Association, and all amounts due from others. The Treasurer will keep, or cause to be kept, regular books of account and all financial records of the Community Association, and will prepare budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer will deposit or cause to be deposited all monies of the Community Association in an account or accounts in the Community Association's name, in the bank or banks designated by the Board of Directors, and will give a surety bond for faithful performance in the amount directed by the Board of Directors, which surety bond premium will be paid by the Community Association. Any other person or persons having access to monies of the Community Association or its bank accounts will be similarly bonded. The Treasurer may have the assistance of an accountant or auditor, who shall be employed by the Community Association. In the event the Community Association enters into a management agreement, it shall be proper to delegate any or all of the Treasurer's functions to the management agent as is deemed appropriate by the Board of Directors.

Section 6. OTHER OFFICERS.

The Board of Directors may appoint additional officers and assign their duties.

Section 7. DUTIES OF OFFICERS.

The officers of the Community Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as are from time to time specifically conferred or imposed by the Board of Directors.

Section 8. REMOVAL FROM OFFICE.

Any officer may be removed from office, with or without cause, in the sole discretion of the Board by a two-thirds (2/3) vote of the members of the Board of Directors. The removal of a director who also is an officer shall automatically act as a removal from such director's position as an officer.

Section 9. RESIGNATION.

Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified in the notice, and the acceptance of the resignation shall not be necessary to make it effective.

**ARTICLE VIII
COMMITTEES**

Section 1. STANDING COMMITTEES.

- (a) The Board of Directors will establish the following Standing Committees:
 - (i) Membership;
 - (ii) Community Maintenance & Security;
 - (iii) Grievance;
 - (iv) Finance/Budget;
 - (v) Audit; and
 - (vi) Handicap.

The Board of Directors may establish such other Standing Committees and ad hoc committees as it deems necessary. The President, subject to the approval of the Board of Directors, will designate the chairperson of the committees. Except as otherwise provided in the Declaration and subject to these By-Laws, the President and each Committee Chairperson will select the members of each respective committee. All committees will act in an advisory capacity to the Board of Directors and will have no independent authority, except as specifically provided in the Declaration.

(b) The Membership Committee will provide consultation and recommendations to the Board of Directors on Member issues and perform such other responsibilities as requested by the Board of Directors from time to time.

(c) The Community Maintenance & Security Committee ("CMSC") shall consist of five (5) Members. The CMSC shall (i) oversee the maintenance of the Area of Common Responsibility and preservation areas, exclusive of the Recreational Facilities; (ii)

oversee all matters of traffic and Community safety, including security, gate operations and roadway safety; (iii) prepare the Community Maintenance & Security Budget (as defined hereinafter) for approval by the Board of Directors which approval shall not be unreasonably withheld, (iv) provide recommendations to the Board of Directors on matters impacting the Area of Common Responsibility, exclusive of the Recreational Facilities; (v) review applications of Members desiring to lease their Units in the Community and provide recommendations to the Board of Directors regarding approval or disapproval of same; and (vi) perform such additional duties as may be delegated by the Board of Directors from time to time. The initial CMSC will be comprised of the five (5) persons who served as the Board of Directors of the Community Association immediately prior to the Effective Date (the "**Former CCMCA Board**") or such lesser number if not all members of the Former CCMCA Board desire to serve on the CMSC. The CMSC shall have the authority to execute plans included in the 2013 budget adopted by the Community Association prior to the Effective Date. The CMSC shall remain as a standing committee for at least one (1) year from the Effective Date and may continue longer in the discretion of the Board of Directors. If the Board of Directors determines not to continue to have a CMSC at any time after the initial one-year term, then any authority and responsibilities of the CMSC shall become the direct responsibility of the Board of Directors. Each Former CCMCA Board member shall serve for a term equal to the balance of the term such committee member had remaining on the Former CCMCA Board on the Effective Date, subject to the Board of Directors' authority to discontinue the CMSC. Any positions on the CMSC that are vacant shall be filled by the senior elected officers for each of the Village Associations (e.g., the Presidents) or their designees, subject to the approval of the Board of Directors which will not be unreasonably withheld. The term for any appointed members on the CMSC shall be two years, subject to the Board of Directors' authority to discontinue the CMSC.

(d) The Grievance Committee will consist of at least five (5) Members. All written complaints relative to any misconduct or violation of Community Association rules or regulations by a Member, Designated User (as hereinafter defined), tenant or guest will first be referred to the Grievance Committee. The Grievance Committee will investigate a complaint submitted and may select a hearing committee of no less than three (3) Grievance Committee members to hear the complaint and make a recommendation to the Board of Directors regarding any disciplinary action to be imposed in accordance with the disciplinary procedures outlined in these By-Laws. The Board of Directors shall determine the disciplinary action to be imposed, if any, based upon the recommendation; provided that any proposed disciplinary action may not be imposed unless approved by a majority of the hearing committee.

(e) The Finance/Budget Committee will advise the Board of Directors on all matters pertaining to the Community Association's finances including, but not limited to, placing of insurance, filing of tax returns, payment of taxes, preparation of the Recreational Facilities Budget (as hereinafter defined) for approval by the Board of Directors, preparation of current reports on the Community Association's financial condition for the Board of Directors and issuance to Members of a condensed quarterly operating statement. The account books and vouchers will at all times be open to the inspection of any member of the Board of Directors.

(f) The Audit Committee shall consist of three (3) or more Members, as determined by the Board of Directors, only one (1) of whom may be a member of the Board of Directors; provided, however, that such member of the Board of Directors, if any, shall not be

the Chairperson of the Audit Committee. No Member of the Finance/Budget Committee may serve on the Audit Committee. Each member of the Audit Committee shall serve a term of three (3) years. Members of the initial Audit Committee following the Effective Date shall be the members of the audit committee for the Former Club (the "**Former Audit Committee**"). Each of the members of the Former Audit Committee was serving a three (3) year term. Each member of the Former Audit Committee shall serve a term on the Community Association's Audit Committee equal to the balance of the term such member had remaining on the Effective Date. Each year after the Effective Date, the Committee shall consist of one (1) new member and two (2) incumbent members (or more, if there are more than three (3) members) of the Audit Committee. The duties of the Audit Committee shall be:

- (i) To recommend to the Board of Directors the particular persons or firm to be employed by the Community Association as its independent auditors;
- (ii) To consult with the persons or firm so chosen to be the independent auditors with regard to the plan of audit;
- (iii) To review, in consultation with the independent auditors, their report of audit, or proposed report of audit, and the accompanying management letter, if any; and
- (iv) To consult with the independent auditors (periodically, as appropriate, out of the presence of management) with regard to the adequacy of internal controls, and if appropriate, to consult also with the internal auditors (since their product has a strong influence on the quality and integrity of the resulting independent audit).

(g) The Handicap Committee will be responsible for overseeing the Community Association's compliance with the U.S.G.A. Handicap System requirements.

Section 2. OTHER COMMITTEES.

The President, subject to the approval of the Board of Directors, may, from time to time:

- (i) appoint other committees, with such powers and composition as the President shall determine;
- (ii) determine the term of each Committee Chairperson and its members; and
- (iii) replace Committee Chairpersons or members at any time.

Section 3. POWERS OF COMMITTEES.

The several Committees will act only as a committee and the individual members thereof will have no independent power or authority. The Chairperson of each Committee may appoint from the members of such Committee such sub-committees as he or she deems desirable. Such sub-committees will report directly to the Committee as a whole, which shall approve, amend or disapprove the report of the sub-committee.

Section 4. CERTAIN COMMITTEE MEETINGS OPEN TO MEMBERS.

All Committee meetings at which a final decision will be made regarding the expenditure of Community Association funds must be open to the Members and voting by Committee members may not be done by proxy or by secret ballot. Notice of the time and place of any Committee meeting shall be posted in a conspicuous place within the Community at least forty-eight (48) hours prior to the time of the meeting. In the alternative, notice of the meeting may be mailed or delivered to all Members at least seven (7) days in advance of the meeting. Notice of Committee meetings may be published.

Section 5. TERMS OF COMMITTEE CHAIRMEN AND COMMITTEE MEMBERS.

Except as otherwise provided herein, each Committee Chairperson and each member of a committee shall serve at the pleasure of the Board of Directors until the next appointment of committees, or the resignation, termination or removal of such committee member or chairperson.

ARTICLE IX MEMBERSHIPS

Section 1. MEMBERSHIPS.

(a) **Membership Categories.** Membership permits the owner of a Unit to use the Recreational Facilities in accordance with the category of Membership acquired and to vote on matters affecting the Community Association, all as provided in the Declaration, the Articles and these By-Laws. Three (3) categories of Membership are available in the Community Association: Golf Membership, Sports Membership and Social Membership. The owner(s) of each Golf Membership is a "**Golf Member**". The owner(s) of each Sports Membership is a "**Sports Member**". The owner(s) of each Social Membership is a "**Social Member**". Only one Membership shall be issued for each Unit in the Community. The maximum number of Memberships to be issued in the Community Association in each category of Membership is set forth below.

<u>Category</u>	<u>Maximum Number of Memberships Per Category</u>
Golf Membership	795
Sports Membership & Social Membership	The total number of Sports and Social Memberships shall be equal to the number of Units in the Community less the number of Golf Memberships issued; provided that no more than 67 Social Memberships can be issued to persons eligible for such Memberships as provided herein.

Section 2. ELIGIBILITY FOR MEMBERSHIP.

(a) **General.** Memberships in the Community Association are available only to purchasers of Units in the Community. Each purchaser and/or owner of a Unit in the

Community must obtain and maintain Membership while such Owner owns the Unit, unless otherwise provided in the Declaration. On the Effective Date, only sixty-seven (67) Social Memberships were owned by Social Members. Social Memberships are no longer offered in the Community Association except to resale purchasers acquiring Units in the Community from Social Members in accordance with all of the terms and conditions of these By-Laws.

(b) **Initial Retail Purchasers.** Golf Memberships were reserved for initial retail purchasers of Units in certain villages within the Community. Such initial retail purchasers may acquire a Sports Membership if they do not select a Golf Membership. Each initial retail purchaser of a Unit in the Community shall execute a Membership Addendum as part of their Unit sales contract. If an initial retail purchaser is eligible for a Golf Membership, the same will be set forth in the Membership Addendum. The purchaser must strictly comply with the Membership Addendum. Failure to comply will be a breach of the Membership Addendum. Initial retail purchasers who are not eligible for a Golf Membership, or if eligible, fail to strictly comply with the Membership Addendum, may, if they desire a Golf Membership, have their name placed on the Golf Membership Buyers' Waiting List in accordance with the policies established by the Community Association from time to time, which may include payment of a non-refundable deposit to be placed on such list.

(c) **Resale Purchasers.** A resale purchaser of a Unit in the Community must arrange to acquire the selling Member's Membership, unless the resale purchaser desires another available category of Membership and there is a Member on the Buyers' Waiting List who will acquire Seller's Membership. In such case the resale purchaser may acquire a different category of Membership that is available. A resale purchaser must maintain Membership in the Community Association for so long as such Member owns the Unit. Membership must be applied for prior to closing on the purchase of the Unit and be acquired upon closing on the purchase of the Unit. Resale purchasers who are not eligible for Golf Memberships may have their name placed on the Golf Membership Buyers' Waiting List. Resale purchasers acquiring Units which were not initially eligible for Social Membership may not acquire a Social Membership. All resale transactions must take place through the Community Association.

(d) **Membership Buyers' Waiting Lists.** If certain Memberships are not available in a particular category, the Community Association shall establish waiting lists (hereinafter referred to as "Buyers' Waiting Lists" or individually as a "Buyers' Waiting List"). No representation is made that any Golf Memberships held or acquired by the Community Association will ever be made available to persons on the Buyers' Waiting List.

Memberships available to persons on a Buyers' Waiting List will be offered on a first-come, first-served basis. Persons desiring to acquire a Membership in another category of Membership must give the Community Association written notice of their desire to be on the Buyers' Waiting List and follow the policies established by the Community Association from time to time. The policy may include payment of a non-refundable deposit.

No representation or warranty is or can be made and no Members should rely on any estimate of the timeframe as to when persons on any Buyers' Waiting List will obtain the desired category of Membership, the same being dependent on many factors and conditions which cannot be accurately predicted.

Section 3. RECREATIONAL FACILITIES MEMBERSHIP CONTRIBUTION.

The Recreational Facilities Membership Contribution and payment terms for Recreational Facilities Membership Contributions will be set by the Board of Directors of the Community Association as determined from time to time; provided that the Declarant shall have the right to review same until the initial retail sale (the closing of such sale is referred to herein as the "Initial Retail Sale") of all Units in the Community held for sale in the ordinary course of business.

Section 4. APPLICATION, ACTIVATION.

An applicant must mail or deliver to the Membership Director at the Community Association a fully completed and signed Membership Application and a check in U.S. funds for the amount required as set forth in the Membership Application. After receiving the required materials, a determination will be made whether the applicant has satisfied the relevant conditions of Membership for the category of Membership desired.

Section 5. RECREATIONAL FACILITIES CERTIFICATES.

Every Member of the Community Association who paid the required Recreational Facilities Membership Contribution in full shall receive a Recreational Facilities Certificate. Each Recreational Facilities Certificate shall be in a form approved by the Board of Directors and will state that the Membership is issued subject to these By-Laws as they now are or may be amended and shall be subscribed by the President and Secretary and under the seal of the Community Association. Recreational Facilities Certificates are not redeemable or transferable except as specifically provided by these By-Laws and then only through the Treasurer of the Community Association. Upon the resignation of a Member, the Member will surrender his or her Recreational Facilities Certificate; provided, however, in the event a Member has lost his or her Recreational Facilities Certificate, such Member may deliver a lost Membership certificate affidavit and indemnity agreement in such form as the Community Association shall require in lieu of such lost Recreational Facilities Certificate. Whenever any Member shall cease to be a Member for any reason, such cessation will operate to authorize the Treasurer of the Community Association to effectuate the redemption, cancellation, purchase or sale of the Recreational Facilities Certificate of such Member in accordance with and in the manner prescribed by these By-Laws.

Section 6. TITLE, TRANSFERS, RESIGNATIONS AND OTHER CHANGES.

(a) **Title To Memberships.** Title to a Membership must be held in the same name as title to the Unit for which the Membership is being acquired and the Recreational Facilities Certificate will be issued consistent with same. Notwithstanding ownership of a Unit by multiple Persons, there may be no more than two (2) individuals who will be the Members for purposes of access to the Recreational Facilities. If two, they must live together as a family unit and either (i) each own an equity interest in a Unit within the Community, or (ii) be the spouse of the sole owner of a Unit within the Community. A Member's Immediate Family (as hereinafter defined) and Designated User(s) are entitled to use the Recreational Facilities on the same basis as Members, provided that such use shall not circumvent the Community Association's policies

or Rules and Regulations. If the Membership is held in the name of a corporation, partnership, trust or other form of ownership (each, an "entity"), the entity must provide a breakdown of its ownership, and promptly notify the Community Association of any changes in ownership. Any change in ownership of the entity exceeding fifty percent (50%) shall be deemed a sale of the Unit and subject to the provisions of these By-Laws with regard to the transfer of Recreational Facilities Certificates in connection with the sale of Units. The entity must designate not more than two (2) individuals having a substantial interest in and legitimate affiliation to the entity (the "Designated Users") and being in residence at the Unit owned by such entity, who will have the right to use the Recreational Facilities upon approval of the Board of Directors; provided that this designation shall not be used to circumvent the Community Association's policies regarding transfer of ownership. The entity may change the Designated Users of the Membership, subject to the approval of the Board of Directors and the payment of any re-designation fee established by the Board of Directors from time to time, provided such amount may not exceed twenty percent (20%) of the then current Recreational Facilities Membership Contribution in effect on the date of the change for the entity's category of Membership. The Board of Directors may limit the number of times the entity may change the Designated Users.

(b) **Multiple Ownership.** If a Person acquires two or more Units in the Community, the purchaser must purchase a Membership for each Unit. The Member is responsible for the payment of assessments with respect to each Membership and is not entitled to any special privileges for multiple ownership of Memberships. Persons who have their Unit constructed on two or more contiguous Units may acquire only one Membership, provided an irrevocable unity of title is recorded against the Units, and the Community Association, in its sole discretion, consents to the treatment of the Units as one (1) Unit.

(c) **Transfer of Memberships - General.** Memberships are not transferable except as provided herein. A Membership may only be transferred through the Community Association. A Member who transfers his or her Membership will be responsible for payment of all assessments, fees and charges until such time as the transfer of said Membership is completed by the Community Association. Repayment of the Recreational Facilities Membership Contribution and any refund(s) are governed by Section 6(f) of this Article.

(d) **Transfer Upon Resale.** A Member shall arrange for the Community Association to reissue his or her Membership to the subsequent purchaser of his or her Unit upon payment of the then current Recreational Facilities Membership Contribution. The transfer of a Membership which is associated with the transfer of a Unit to a purchaser by the Community Association is not subject to any Buyers' or Sellers' Waiting Lists. This type of transfer must occur simultaneously with the closing of the resale of a Unit. The purchaser of a resigned Member's Unit in the Community is required to acquire and maintain a Membership.

The procedure for a transfer of Membership to the purchaser of the Member's Unit shall be as follows:

- (i) The resigning Member must submit a resignation in writing stating: (a) that such Member is selling such Member's Unit, and (b) that the resignation shall become effective upon (1) the closing of title, (2) the receipt of the purchaser's Membership Application,

and (3) receipt of all amounts due the Community Association as a result of the transfer;

- (ii) The purchaser must submit a Membership Application and payment in full in good funds on or before the closing;
- (iii) Upon the resignation becoming effective, as hereinabove provided, the resigning Member shall deliver to the Secretary of the Community Association such Member's Recreational Facilities Certificate; and
- (iv) The Recreational Facilities Membership Contribution to be paid to the Community Association by such purchaser shall be the amount of the Recreational Facilities Membership Contribution at the time of the application. After the purchaser has become a Member and upon the Community Association's receipt of the purchaser's Recreational Facilities Membership Contribution, the Community Association shall promptly remit to the resigning Member the amount due as provided in Section 6(f) of this Article, except the Recreational Facilities Membership Contribution upon which the resigning Member's refund is computed shall be the Recreational Facilities Membership Contribution paid by the purchaser. As soon as practical thereafter, the Secretary of the Community Association shall cancel the Recreational Facilities Membership Certificate of the resigning Member and issue a new Recreational Facilities Membership Certificate to the purchaser. Purchase of a resigned Membership is contingent upon closing of the resale of a Unit.

(c) **Changes in Category of Membership.** Members who desire to change their category of Membership must give the Board written notice thereof. A Member may not change his or her Membership unless there is a Person on the Buyers' Waiting List willing to change to that category of Membership; provided however, so long as there are unissued Sports Memberships, Social Members shall be able to upgrade to a Sports Membership upon paying the amount required by this section to the Community Association. Further, prior to the Initial Retail Sale of all Units in the Community held for sale in the ordinary course of business, the ability for Social and Sports Members to upgrade to Golf Memberships is subject to restrictions contained in the Turnover Agreement. No change shall be permitted from a Golf Membership or Sports Membership to a Social Membership.

Available changes of Memberships will be offered on a first-come, first-served basis. The Board may establish a Sellers' Waiting List of Golf Members desiring to downgrade to a Sports Membership. Persons desiring to change their Membership category must give the Community Association written notice of their desire to be on a Buyers' Waiting List or Sellers' Waiting List (as applicable), and follow the policies established by the Community Association from time to time. A Member must notify the Community Association of his or her acceptance of an available change and make any payment due within thirty (30) days of receipt of notice of

availability from the Community Association, or forfeit the right to such change and be removed from the Buyers' Waiting List.

A Golf Member who changes to a Sports Membership shall receive eighty percent (80%) of the difference between the amount being paid by an upgrading Member for the Golf Membership and the then current price for the Sports Membership. A Member who upgrades from a Social or Sports Membership to a Golf Membership shall pay to the Community Association the difference between the value of his or her Social or Sports Membership (as determined by the then current price for such category of Membership) and the then current price of a Golf Membership.

(f) **Repayment to Member.** The amount of the Recreational Facilities Membership Contribution to be repaid to the resigning Member of the Community Association shall be eighty percent (80%) of the amount of Recreational Facilities Membership Contribution then charged to the incoming Member for the Membership. The balance of the amount received from the incoming Member shall be retained by the Community Association. Upon the Community Association's repurchase of a resigning Member's Membership, the Community Association will deduct from the amount to be paid to the resigning Member any amount which the resigning Member owes the Community Association and, unless prohibited by law, the Master Association or any Village Association. In the event the amount that would otherwise be refunded to a resigning Member is insufficient to pay all amounts owed to the Community Association, the Master Association and any Village Association by the resigning Member, then the amount available for refund to the resigning Member will be allocated among the applicable entities proportionally based upon the amount owed to each. With respect to amounts paid to the Community Association from the refund amount, such amounts collected by the Community Association shall be allocated between the Community Maintenance & Security Budget accounts and the Recreational Facilities Budget accounts pro rata based upon the amounts owed for Common Assessments or for Recreational Facilities Assessments, respectively, and in both cases including all charges, interest and like items. The Community Association shall be obligated to repay the amount due to the resigning Member only after the Membership has been repurchased by the Community Association and reissued to a successor Member who has paid the Recreational Facilities Membership Contribution in full to the Community Association. The Community Association, in its sole discretion, may pay the amount due to the resigning Member prior to the payment of the Recreational Facilities Membership Contribution by a successor Member.

(g) **Transfer of Membership to Another Unit Owned By Member.** Members may, at the Community Association's discretion, take their Membership with them to any Unit in the Community. If a Member wants to take the Membership with him or her to a Unit which is being sold by another Member of the Community Association and make the Membership of the selling Member's Unit available to the purchaser of the existing Member's Unit, the prior written approval of both Members to the transfer must be delivered to the Community Association on such forms as designated by the Community Association from time to time. Such policy shall be applied to persons who are Members who are purchasing a previously unsold Unit in the Community.

(h) **Transfers Upon Death, Legal Separation or Divorce.** Upon the death of a Member, the Membership automatically passes to the surviving Member's spouse, if any, if such spouse acquires ownership of the Member's Unit in the Community, unless provisions have been legally made to the contrary. If the deceased Member is not survived by a spouse or the spouse does not acquire ownership of the Member's Unit in the Community, then the legatee, heir or trust beneficiary entitled to ownership of the deceased Member's Unit in the Community shall be deemed the successor in interest to the deceased Member's Membership without payment of any additional Recreational Facilities Membership Contribution or transfer fee. In such event, upon receipt of notification from the legal representative of the deceased Member's estate or from the trustee from the deceased Member's trust, the Community Association shall re-issue the Membership to such legatee, heir or trust beneficiary subject to the payment of all assessments, fees and other charges due, including those for the intervening period between the date of the Member's death and the date of re-issuance of the Recreational Facilities Membership Certificate.

In the event married Members enter into a separation agreement or become divorced, title to the Membership, including all rights and benefits given to the holder thereof, shall vest in the spouse awarded the Unit in the Community, either by the separation agreement or the divorce decree. Both of the divorced or separated persons shall be required to give written notice to the Community Association immediately after such divorce or separation, designating the person who is entitled to the rights and privileges of the Membership based upon who will be living in the Unit pursuant to their agreement or the applicable court decree. Until such written notice executed by both persons has been provided to the Community Association, both such persons shall remain responsible for the payment of all assessments, fees and charges associated with such Membership. The person designated as the Member shall be responsible for all assessments, fees and charges incurred subsequent to providing such written notice to the Community Association.

(i) **Club's Option to Retire Golf Memberships.** Notwithstanding all other provisions of these By-Laws, the Board of Directors shall have the right, in its discretion, to retire a Golf Membership if a Golf Member desires to downgrade to a Sports Membership by paying to such Golf Member the amount that such Golf Member would have received if his or her Membership had been downgraded to a Sports Membership.

ARTICLE X RECREATIONAL FACILITIES USE PRIVILEGES

Section 1. GOLF MEMBERSHIP.

A Golf Membership entitles the Golf Member to use all of the golf, tennis, swimming, fitness and social facilities of the Community Association. Golf Members are not charged greens fees or court fees for use of the golf and tennis facilities, but are required to pay golf cart fees or annual trail fees. Golf Members are entitled to a seven (7) day sign-up privilege to reserve golf tee times and tennis court times (or such longer sign-up privilege provided in the Rules and Regulations).

Section 2. SPORTS MEMBERSHIP.

A Sports Membership entitles the Sports Member to use all of the golf (subject to the limitations set forth below), tennis, swimming, fitness and social facilities of the Community Association. Sports Members are not charged court fees for use of the tennis facilities. Sports Members are entitled to a seven (7) day priority sign-up privilege (or such longer sign-up privilege provided in the Rules and Regulations) to reserve tennis court times. During the season (the period between November 1 and April 30 of each year (the "Season")) Sports Members shall be entitled to a one (1) day sign-up privilege (or such longer sign-up privilege provided in the Rules and Regulations) to reserve golf tee times, and will be required to pay greens fees and golf cart fees. During the Season, Sports Members may play no more than twelve (12) rounds of golf, which tee times may only be reserved one (1) day in advance (or such longer time period as may be provided in the Rules and Regulations). The golf play limit during the Season is a per Sports Membership limit, and not a per person limit. Sports Members may use the practice facilities during the Season as designated by the Rules and Regulations. Sports Members are entitled to uninterrupted use of the golf facilities during the year other than the Season without the payment of greens fees, but upon payment of cart fees. During the year other than the Season (the "Off-Season"), Sports Members shall be entitled to a seven (7) day sign-up privilege for golf tee times (or such longer sign-up privilege provided in the Rules and Regulations).

Section 3. SOCIAL MEMBERSHIP.

A Social Membership entitles the Social Member to use of the swim and social facilities of the Community Association. Social Members may only use the golf, tennis and fitness facilities of the Community Association (i) one day per month during the Off-Season upon the payment of the guest fee charged to guests of Golf Members, and (ii) as a day guest of a Member with privileges to use those facilities and subject to all applicable guest limitations and fees.

Section 4. MEMBER'S IMMEDIATE FAMILY.

A Membership is a family Membership and entitles the Member and his or her Immediate Family to use the Recreational Facilities. A Member's Immediate Family is defined as the Member's spouse and their unmarried children who are twenty-three (23) years of age and under who are living at Unit, attending school on a full-time basis, or in the military. The Community Association may, but is not obligated to, establish policies whereby others, such as, by way of example, challenged dependents over the age of twenty-three living at Unit may be considered Immediate Family. In addition, the Community Association may, but is not obligated to, establish policies whereby an unmarried Member living full time with an unmarried person may designate the other person as a companion and entitle the designated companion to use the Recreational Facilities, provided the policy does not create precedent or any rights in a Member or companion to continue such companion designation in the future. Companion status may be changed only one (1) time per year. The Community Association may, from time to time, modify and/or revoke policies relating to companion designation. A Member may revoke companion privileges by written notice to the Community Association and surrender of the companion Member's Membership card. The Community Association may require the Member to provide proof of the companion's marital status and residency with the Member.

Section 5. GUESTS.

Members may invite guests to use the Recreational Facilities upon payment of the applicable guest charges and in accordance with the Members' category of Membership. Guest use shall be in compliance with the Rules and Regulations and By-Laws of the Community Association, which may include restrictions on the number of guests a Member may sponsor and the number of times a guest may use all or certain of the Recreational Facilities. The Community Association reserves the right to limit the number of guests that accompany a Member on any given day. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board of Directors in its sole and absolute discretion.

Section 6. TENANTS.

Members have the right to designate their tenants who lease their Unit in the Community for four (4) months or more as the beneficial user of their privileges subject to Section 12.18 of the Declaration. This right is subject to the Member's payment of the tenant designation fee and the Rules and Regulations, which currently provide that a Member may not designate a tenant of his or her Unit in the Community as the beneficial user of Membership more than twice during any calendar year. A tenant who is designated as the beneficial user of the Member's Membership is entitled, upon approval of the Tenant Designation Application and payment of all required charges and fees, to the lessor's privileges to use the Recreational Facilities subject to any limitations as may be provided in the Rules and Regulations, from time to time. Tenants are not eligible to use the lessor Member's private golf cart privileges. The lessor shall not be permitted to use the Recreational Facilities during the period of time that his or her tenant is a beneficial user of their Membership privileges, except as a guest and then subject to all Rules and Regulations applicable to guests.

Members are responsible for all charges incurred by their tenant which remain unpaid after the customary billing and collection procedure of the Community Association and for the deportment of each tenant.

The Community Association may require tenants to furnish a valid credit card to the Community Association and agree that the Community Association is authorized to automatically charge their credit card for fees and charges unpaid by the tenant after mailing of the statement and expiration of the Community Association's standard grace period for payments. In addition, the Member remains responsible for the payment of Community Association charges not paid by their tenant together with all dues, assessments, fees and charges applicable to the Membership. Members must provide tenants with a copy of the Community Association's Rules and Regulations (which may be obtained from the Membership Office), and Membership use privileges of a tenant will terminate upon the earlier of the expiration of the lease term or the Membership privileges.

Section 7. GOLF CARTS.

Equity Members are eligible to obtain the privilege to use private golf carts on the golf course according to the terms of the Rules and Regulations as established by the Board of Directors from time to time.

Section 8. RULES AND POLICIES.

The Community Association reserves the right, from time to time, to modify the privileges of Membership in the Community Association, including but not limited to, establishing or modifying reservation privileges or systems, modifying or adopting rules and policies governing access, priority, sign-up privileges and starting time access, and availability of unreserved tee times on the day of play with respect to the golf course and/or golf practice facilities, the tennis courts, the fitness center and any other recreational facilities or activities of the Community Association that exist from time to time.

ARTICLE XI OTHER MEMBERSHIPS

The Community Association will honor non-proprietary, non-voting Annual Golf Memberships and Annual Sports Memberships that were previously offered by the Former Club, all of which shall terminate on or before November 1, 2012. Subject to the foregoing, Memberships may only be issued to Members.

ARTICLE XII BUDGETS AND RESERVES

Section 1. BUDGETS.

(a) Pursuant to Article 10 of the Declaration, it shall be the duty of the Board of Directors annually to prepare or cause to be prepared a budget covering the estimated Common Expenses of the Community Association during the coming year, exclusive of the revenue and expenses set forth in the Recreational Facilities Budget ("**Community Maintenance & Security Budget**"). The Community Maintenance & Security Budget shall be used to determine the amount of the Common Assessments for the coming year. The Common Assessments shall (i) exclude any Recreational Facilities Assessments, which shall be determined based on the Recreational Facilities Budget; and (ii) be allocated equally to all Members.

(b) In addition to the Community Maintenance & Security Budget, it shall be the duty of the Board annually to prepare a separate budget covering the estimated revenue to be generated by, and the expenses relating to, the ownership, operation, maintenance, improvement and management of the Recreational Facilities for the coming year (the "**Recreational Facilities Budget**"). The Recreational Facilities Budget shall be used by the Board to establish the amount of the Recreational Facilities Assessments for the coming year. The Recreational Facilities Assessments shall be allocated to the Members in the manner provided in these By-Laws.

(c) Pursuant to the Declaration, at least thirty (30) days prior to the beginning of each fiscal year: (i) the Community Maintenance & Security Budget shall be completed and delivered to the Members by the Village Associations; and (ii) the Recreational Facilities Budget shall be completed and delivered to the Members by the Board of Directors of the Community Association.

(d) Pursuant to the Declaration, in addition to the Common Assessments and the Recreational Facilities Assessments, the Community Association may also assess and collect Special Assessments (as defined in Section 10.6 of the Declaration), Village Assessments (as defined in Section 10.7 of the Declaration) and Benefit Assessments (as defined in Section 10.8 of the Declaration). All of such assessments are singularly and collectively referred to as "Assessments".

(e) In determining the Community Maintenance & Security Budget and the Recreational Facilities Budget, the Board of Directors shall, based upon input from the Finance Committee and CMSC, allocate expenses between the budgets in a manner that fairly and appropriately reflects the source and nature of such expenses with the intent that neither the Community Maintenance & Security Budget nor the Recreational Facilities include expenses not reasonably related to same. Expenses for the Recreational Facilities, including, without limitation, insurance, taxes and maintenance, will be included in the Recreational Facilities Budget.

Section 2. RESERVES.

(a) The Community Maintenance & Security Budget shall include an allocation of Common Assessments for a reserve for Common Areas, exclusive of the Recreational Facilities (the "Common Area Reserve"). The Common Area Reserve for an applicable year shall be an amount not to exceed ten percent (10%) of the Common Assessments for the applicable year. The amount of the Common Area Reserve may not be increased without the approval of the Members. In addition, a separate reserve for the Recreational Facilities shall be included in the Recreational Facilities Budget and such reserve shall be funded from Recreational Facilities Assessments, as provided herein.

(b) Reserve funds of the Community Association in existence on the Effective Date shall not be used for the Recreational Facilities, but may only be used for purposes for which they were originally created. Similarly, reserve funds (including capital assessments, the Recreational Facilities Minimum Capital Reserve Fund, the Recreational Facilities Special Reserve Fund and the Recreational Facilities Reserve Study Fund established by the Former Club prior to the Effective Date) shall only be used for the Recreational Facilities and shall be deposited in the applicable Recreational Facilities Capital Reserve Fund.

ARTICLE XIII ASSESSMENTS, CHARGES AND CAPITAL EXPENDITURES

Section 1. COMMON ASSESSMENTS.

(a) Based on the Community Maintenance & Security Budget, the Board will determine the Common Assessments for the upcoming year. The Common Assessments shall (i) exclude any Recreational Facilities Assessments, and (ii) be assessed and collected in the manner set forth in the Declaration.

(b) If a Membership is issued in more than one name, each person named on the Membership will be jointly and severally liable for all Assessments and Club Charges.

Section 2. RECREATIONAL FACILITIES ASSESSMENTS.

Based on the Recreational Facilities Budget, among other things, the Board shall determine the amount of the Recreational Facilities Assessments for each year. For purposes of these By-Laws, the term "**Recreational Facilities Assessments**" shall mean the following assessments related to the Recreational Facilities: (i) the Recreational Facilities Membership Contributions; (ii) the Recreational Facilities Dues Assessments; and (iii) the Recreational Facilities Capital Assessments. The Recreational Facilities Assessments shall be determined and collected in the manner described in these By-Laws.

Section 3. RECREATIONAL FACILITIES MEMBERSHIP CONTRIBUTIONS.

Each year (or on a more frequent basis, as determined by the Board from time to time), the Board shall determine the amount of the membership contributions required to be paid by a Member in order to acquire the applicable category of Membership obtained by a Member on the acquisition of a Unit (the "**Recreational Facilities Membership Contributions**"). The Recreational Facilities Membership Contributions shall be the sole source of funds for refunds required to be paid to Members on the sale of their Memberships and Units, as provided herein, and all Recreational Facilities Membership Contributions (exclusive of amounts required to be refunded to selling Members) will be deposited in the Recreational Facilities Special Reserve Fund.

Section 4. RECREATIONAL FACILITIES DUES ASSESSMENTS.

Based on the Recreational Facilities Budget, the Board shall determine the amount to be charged to enable the Association to cover the costs of owning and operating the Recreational Facilities (the "**Recreational Facilities Dues Assessments**"). Notice of the Recreational Facilities Dues Assessments shall be provided to the Members along with the Recreational Facilities Budget not less than thirty (30) days prior to the commencement of the applicable year for which such assessments are being collected. The Recreational Facilities Dues Assessments will be shared in the same manner as dues were shared by the Former Club such that: (i) each Sports Member's Recreational Facilities Dues Assessments shall be equal to sixty percent (60%) of the Recreational Facilities Dues Assessments required to be paid by each Golf Member; and (ii) each Social Member's Recreational Facilities Dues Assessments shall be equal to twenty-five percent (25%) of the Recreational Facilities Dues Assessments required to be paid by each Golf Member. The Recreational Facilities Dues Assessments shall be due on or before December 31st of each year for the following year or at such other times as may be determined by the Board. In addition, if and to the extent that the Community Association incurs operating deficits related to the Recreational Facilities, then the Community Association may impose additional Recreational Facilities Dues Assessments to cover such deficits, as determined by the Board from time to time.

Section 5. RECREATIONAL FACILITIES CAPITAL ASSESSMENTS AND RECREATIONAL FACILITIES CAPITAL RESERVE FUND.

(a) For the fiscal year commencing January 1, 2013 and each year thereafter, the Community Association shall collect the following capital assessments for the Recreational

Facilities (collectively, the **"Recreational Facilities Capital Assessments"**): (i) the Recreational Facilities Minimum Capital Reserve Assessments, which shall be deposited into the Recreational Facilities Minimum Capital Reserve Fund; (ii) the Recreational Facilities Member Capital Assessments, which shall be placed into the Recreational Facilities Member Capital Assessment Fund; and (iii) the Recreational Facilities Reserve Study Assessments which shall be deposited in the Recreational Facilities Reserve Study Fund. Unless otherwise determined by the Board, the Recreational Facilities Capital Assessments shall (singularly or collectively, as determined by the Board) be separately stated on the invoices for the Recreational Facilities Assessments and placed into the applicable Recreational Facilities Capital Reserve Fund.

(b) The Recreational Facilities Minimum Capital Reserve Fund, the Recreational Facilities Member Capital Assessments Fund, the Recreational Facilities Reserve Study Fund and the Recreational Facilities Special Reserve Fund (sometimes singularly and collectively referred to as the **"Recreational Facilities Capital Reserve Fund"**) shall be funded as provided herein and will: (i) be placed into a segregated account; (ii) be used solely for capital repairs, maintenance, replacements, additions and improvements to the Recreational Facilities (or to pay for the debt service or like items relating to the financing of such capital items); and (iii) not be included in the operating revenue or be used to pay for operating expenses of the Community Association.

Section 6. RECREATIONAL FACILITIES MINIMUM CAPITAL RESERVE ASSESSMENTS AND FUND.

(a) For the fiscal year commencing January 1, 2013, and each year thereafter, the Board shall allocate an amount no less than eight percent (8%) of the Recreational Facilities Dues Assessments imposed upon the applicable category of membership for capital assessments (the **"Recreational Facilities Minimum Capital Reserve Assessments"**). The Recreational Facilities Minimum Capital Reserve Assessments shall be placed into a reserve fund (the **"Recreational Facilities Minimum Capital Reserve Fund"**). Unless otherwise determined by the Board, the Recreational Facilities Minimum Capital Reserve Assessments shall be collected at the same time and in the same proportion as the Recreational Facilities Dues Assessments.

(b) The Recreational Facilities Minimum Capital Reserve Fund may be used during the fiscal year for capital repairs, replacements, maintenance, additions, expansions and/or improvements to the Recreational Facilities. Any funds remaining in the Recreational Facilities Minimum Capital Reserve Fund that are not expended, accrued, committed or otherwise reflected in the Community Association's financial statements or notes thereto as capital expenditures in the year for which they were budgeted may be transferred into the Recreational Facilities Special Reserve Fund.

Section 7. RECREATIONAL FACILITIES RESERVE STUDY ASSESSMENTS AND FUND.

(a) Prior to the Effective Date, the Former Club obtained a replacement reserve study to determine the amount required to replace major components of the Recreational Facilities which, because of age or usage, require replacement. Such replacement reserve study may be updated by the Community Association from time to time. For the fiscal year

commencing January 1, 2013, and each year thereafter, the Board shall allocate the amount required in order to fund the annual reserve required by such reserve studies (the "**Recreational Facilities Reserve Study Assessments**"). The Recreational Facilities Reserve Study Assessments shall be placed into a reserve fund (the "**Recreational Facilities Reserve Study Fund**"). Unless otherwise determined by the Board, the Recreational Facilities Reserve Study Assessments shall be collected at the same time and in the same proportion as the Recreational Facilities Dues Assessments.

(b) The Recreational Facilities Reserve Study Fund may be used only for the purposes outlined in the applicable reserve study and expenditures from such fund shall not require the vote of the Members as long as two-thirds (2/3) of the Board approve such expenditures.

Section 8. RECREATIONAL FACILITIES MEMBER CAPITAL ASSESSMENTS.

(a) In addition to the Recreational Facilities Minimum Capital Reserve Assessments and the Recreational Facilities Reserve Study Assessments, Members are subject to capital assessments required to pay for emergency capital repairs, maintenance and replacements to the Recreational Facilities when funds are not available from the applicable Recreational Facilities Capital Reserve Fund and such assessments do not require approval by the Members (the "**Replacement Assessments**"). In addition, Members are subject to capital assessments for capital additions, expansions and improvements to the Recreational Facilities provided that such assessments are approved of by a majority of the votes entitled to be cast by the Members (the "**Expansion Assessments**"), as provided in this Section 8 (the assessments made pursuant to this Section 8 are sometimes singularly and collectively referred to herein as the "**Recreational Facilities Member Capital Assessments**"). Recreational Facilities Member Capital Assessments shall be placed into a fund (the "**Recreational Facilities Member Capital Assessment Fund**"). Any funds remaining in the Recreational Facilities Member Capital Assessment Fund that are not expended, accrued, committed or otherwise reflected in the Community Association's financial statements or notes thereto as being required for the capital expenditures for which such assessments were collected may be transferred into the Recreational Facilities Special Reserve Fund.

(b) There will be no Expansion Assessments for capital additions, expansions or improvements unless a majority of the votes entitled to be cast by the Members as provided in this Section 8 vote in favor of such assessments. Expansion Assessments for the golf facilities shall be voted upon only by the Golf Members and the Sports Members; provided however, that solely for voting on such Expansion Assessments for the golf Facilities, each Golf Membership shall have two votes and each Sports Membership shall have one vote. A Sports Member shall pay one-half of the amount of the Expansion Assessments for the golf facilities paid by a Golf Member. Expansion Assessments relating to the tennis and/or fitness facilities shall be voted on by Golf Members and Sports Members; provided however, that solely for voting on such Expansion Assessments relating to the tennis and/or fitness facilities, each Golf Membership shall have one vote and each Sports Membership shall have one vote. A Golf Member and a Sports Member shall each pay the same amount of the Expansion Assessments relating to the tennis and/or fitness facilities. All other Expansion Assessments, including those for the clubhouse and pool facilities, will be voted upon by the Members; provided however, that solely

for voting on such Expansion Assessments for the Recreational Facilities, other than the golf, tennis and fitness facilities, each Member shall have one vote. Each Golf Member, Sports Member and Social Member shall pay the same amount of the Expansion Assessments relating to the Recreational Facilities, other than the golf, tennis and/or fitness facilities.

Section 9. RECREATIONAL FACILITIES SPECIAL RESERVE FUND.

The "Recreational Facilities Special Reserve Fund" shall consist of: (i) the unexpended portion of Recreational Facilities Minimum Capital Reserve Fund that may be deposited into the Recreational Facilities Special Reserve Fund, as provided in Article XIII, Section 6(b) hereof; (ii) the unexpended portion of the Recreational Facilities Member Capital Assessment Fund that may be transferred into the Recreational Facilities Special Reserve Fund, as provided in Article XIII, Section 8(a) hereof; and (iii) the Recreational Facilities Membership Contributions (exclusive of amounts required to be refunded to selling Members). The Recreational Facilities Special Reserve Fund shall be used solely for capital expenditures for capital repairs, maintenance, replacements, additions, expansions and/or improvements to the Recreational Facilities. If a capital expenditure to be paid out of the Recreational Facilities Special Reserve Fund is for an addition, expansion or improvement to the Recreational Facilities ("Expansion Expenditures"), then such expenditure will require a vote of the Members on the same basis as if such capital expenditure required an Expansion Assessment as provided in Article XIII, Section 8 above; provided that the Board, without a vote of the Members, may authorize the expenditure of funds out of the Recreational Facilities Special Reserve Fund:

(a) to pay for capital expenditures of no more than five percent (5%) of gross operating revenues for the Recreational Facilities generated in any fiscal year;

(b) for Expansion Expenditures approved of by the Members that are not paid out of the Recreational Facilities Member Capital Assessment Fund or to pay debt service incurred on funded indebtedness authorized pursuant to Section 2(i) of Article VI hereof that is borrowed to pay for such unfunded Expansion;

(c) to pay for capital expenditures approved of by the Board to pay for the acquisition of the Sales Center or unissued Memberships in accordance with the Turnover Agreement or to pay debt service on funded indebtedness authorized pursuant to Section 2(i) of Article VI hereof that is borrowed to pay for such items; or

(d) upon the approval of two-thirds (2/3) of the Board, to pay for capital expenditures required to address emergency conditions or to pay debt service on funded indebtedness incurred to pay for such emergency capital expenditures.

ARTICLE XIV DELINQUENCIES; COLLECTION

Section 1. DELINQUENCIES; COLLECTION.

Community Association Charges not paid within the customary billing and collection period shall be considered delinquent. If a Membership is issued in more than one name, each person named on the Membership will be jointly and severally liable for all Assessments and

Club Charges relating to such Membership. If the Community Association Charges are not paid within ten (10) days after the due date, the Community Association may impose a late fee and interest on the delinquent amount at the highest rate allowed by law, and may suspend the Member's use of the Community Association until all amounts are paid in full. The Community Association may bring an action at law against the delinquent Member, may levy against the Membership or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount due the Community Association, attorneys' fees and costs of collecting or attempting to collect the amount due the Community Association through all appeals. All such amounts owed to the Community Association or incurred by the Community Association shall be deducted from any proceeds payable to a Member upon the reissuance of such Member's Membership.

Section 2. NO OTHER LIENS.

No Member shall be permitted to create, incur, assume or suffer to exist upon such Member's Membership any liens and security interests whatsoever except to the extent such lien and security interest represents a security interest to the Community Association.

ARTICLE XV DISCIPLINE

Section 1. GENERAL.

The Board of Directors shall have the power (i) to impose reasonable fines, not to exceed One Hundred Dollars (\$100.00) per violation, and not to exceed an aggregate amount of Five Thousand Dollars (\$5,000.00) for a continuing violation, which, to the extent allowable by law, shall constitute an automatic and continuing lien upon the Unit of a Member, including where such Member's tenant(s), guest(s), occupant(s), licensee(s), invitee(s) or Designated User(s) violate these By-Laws, the Declaration, the Master Declaration, or the Rules and Regulations, (ii) to suspend the rights of a Member or a Member's tenant(s), guest(s), occupant(s), licensee(s) or Designated User(s) to use the Common Areas, including the Recreational Facilities, (iii) to suspend the right to vote, and (iv) to preclude contractors, subcontractors, agents and other invitees of a Member or occupant from the Property for violation of any duty imposed under the Declaration, these By-Laws or the Rules and Regulations. Notwithstanding the foregoing, nothing herein shall authorize the Community Association or the Board of Directors to eliminate a Member's or occupant's ingress and egress to or from his or her Unit; provided any access control device provided for a Member's convenience may be withdrawn from the Member as a sanction hereunder. Violations of these By-Laws shall include, but not be limited to:

(a) submitting false information on the Membership Application or for any application for guest privileges or tenant privileges;

(b) permitting a Membership card or Community Association account to be used by anyone other than the designated holder;

(c) exhibiting behavior, deportment or appearance deemed unsatisfactory by the Board of Directors;

(d) failing to pay any amount owed to the Community Association, or to a Village Association or the Master Association (to the extent permitted by law), in a proper and timely manner;

(e) failing to abide by the Declaration, these By-Laws, the Rules and Regulations or other rules and regulations governing conduct or use of the Property, as they may be amended from time to time;

(f) treating the personnel or employees of the Community Association in an unreasonable or abusive manner;

(g) destroying Community Association property;

(h) verbally abusing any director or officer of the Community Association; or

(i) acting in a manner determined by the Grievance Committee to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Community Association or its Members.

In the event that any occupant, contract vendor, guest, tenant or licensee of a Unit violates the Declaration or these By-Laws, and a fine is imposed, the fine shall first be assessed against the occupant, contract vendor, guest, tenant or licensee directly; provided, however, if the fine is not paid by the occupant, contract vendor, guest, tenant or licensee within the time period set by the Board of Directors, the Community Association shall have the authority, though not the obligation, to seek payment directly from the Member. The failure of the Board of Directors to enforce any provision of the Declaration or By-Laws shall not be deemed a waiver of the right of the Board of Directors to do so thereafter. Assessments, fees and charges shall accrue during any suspension and must be paid in full when due. In the event the Community Association imposes a fine or suspension, the Community Association must provide written notice of such fine or suspension by mail or hand delivery to the Member and, if applicable, to the occupant, contract vendor, guest, tenant or licensee accused of the improper behavior.

Section 2. FAILURE TO PAY AMOUNTS OWED TO THE COMMUNITY ASSOCIATION.

Without the requirement of a hearing as described in Article XV, Section 4 hereof, the Community Association shall have the authority to suspend the use rights of any Member, or such Member's tenants, guests, occupants, invitees or licensees, where such Member is delinquent for more than ninety (90) days in the payment of any monetary obligation owed to the Community Association, and shall further have the authority to suspend the voting rights of any such Member who is delinquent for more than ninety (90) days in the payment of any monetary obligation owed to the Community Association. All such suspensions pursuant to this Section shall be governed by the procedures and requirements of Section 720.305, Fla. Stat., as same may be amended from time to time. Any suspension due to the failure to pay amounts owed to the Community Association shall end upon full payment of all obligations currently due or overdue to the Community Association.

Section 3. NOTICE.

Prior to imposition of any fine or sanction hereunder, the Board of Directors or its delegates shall serve the accused with written notice describing: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than fourteen (14) days within which the alleged violator shall be entitled to a hearing affording the accused a reasonable opportunity to be heard; and (iv) a statement that the proposed sanction shall be imposed if approved by the hearing committee.

Section 4. HEARING.

The hearing shall be before a committee of at least three (3) members of the Grievance Committee who are not officers, directors or employees of the Community Association, or the spouse, parent, child, brother or sister of an officer, director or employee, or as otherwise provided by Florida Statutes. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. A proposed fine or suspension may only be imposed if the hearing committee approves such action by a majority vote. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions by any Person.

Section 5. ADDITIONAL ENFORCEMENT RIGHTS.

Notwithstanding anything to the contrary herein contained, the Community Association may elect to enforce any provisions of the Community Declaration or these By-Laws by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity, to enjoin any violation, or to recover monetary damages, or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred, including where such fees and costs are incurred prior to a lawsuit being filed and through all appeals.

ARTICLE XVI FISCAL MANAGEMENT

Section 1. FISCAL YEAR.

The fiscal year of the Community Association shall commence upon the first day of January and conclude on the thirty-first day of December, unless otherwise determined by the Board of Directors.

Section 2. DEPOSITORIES.

The funds of the Community Association shall be deposited in such accounts as may be selected by the Board of Directors, including checking and savings accounts in one (1) or more banks and/or

savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with resolutions approved by the Board of Directors. The funds shall be used only for lawful purposes of the Community Association and in accordance with the terms and conditions of these By-Laws.

Section 3. EXPENSES.

The receipts and expenditures of the Community Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices as set forth in Section 5 below.

Section 4. FIDELITY BONDS.

The Community Association shall, if available at a reasonable cost, purchase blanket fidelity bonds for all directors, officers and employees of the Community Association and for any management agent who controls or disburses funds of the Community Association and any contractor handling or responsible for Community Association funds. If the Community Association elects to purchase bonds, the following provisions shall govern the Community Association's purchase of the bonds:

- (a) Each fidelity bond purchased by the Community Association shall name the Community Association as an obligee of the bond;
- (b) The premiums for bonds shall be paid by the Community Association;
- (c) The fidelity bonds shall be in the amount determined from time-to-time by the Board of Directors; and
- (d) Each bond shall include a provision requiring ten (10) days' written notice to the Community Association before the bond can be canceled or substantially modified for any reason.

Section 5. ACCOUNTS AND REPORTS.

The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

- (a) Accrual accounting (exclusive of depreciation and amortization), as defined by generally accepted accounting principles, shall be employed;
- (b) Accounting and controls should conform to generally accepted accounting principles;
- (c) Cash accounts of the Community Association shall not be comingled with any other accounts;
- (d) No remuneration shall be accepted by a director from vendors, independent contractors, or others providing goods or services to the Community Association,

whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Community Association;

(e) Any financial or other interest which a director may have in any form providing goods or services to the Community Association shall be disclosed promptly to the Board of Directors;

(f) Financial reports shall be prepared for the Community Association at least annually containing:

- (i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;
- (ii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;
- (iii) a balance sheet as of the last day of the preceding period; and
- (iv) a delinquency report listing all Members who are delinquent in paying any Assessments at the time of the report and describing the status of any action to collect such Assessments which remain delinquent (an Assessment shall be considered delinquent fifteen (15) days after the date due unless otherwise determined by the Board of Directors);

(g) An annual report consisting of at least the following shall be distributed to all Members within ninety (90) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income) statement; and (iii) a statement of changes in financial position for the fiscal year. In lieu of providing a copy of the annual report to the Members, the Community Association may provide written notice to all Members that the annual financial report is available upon request at no charge to the Member. The annual report referred to above shall be prepared and audited by a certified public accountant selected by the Board of Directors.

(h) Accounting records of the Community Association shall be maintained for at least seven (7) years after the date of the records.

Section 6. AGREEMENTS, CONTRACTS, DEEDS, LEASES, CHECKS, ETC.

All agreements, contracts, deeds, leases, checks, and other instruments of the Community Association shall be executed by the President and Secretary or by such other members of the Board or officers of the Community Association as may be designated by resolution of the Board of Directors.

Section 7. BOOKS AND RECORDS.

(a) Inspection by Owners and Mortgagees. The Declaration, Articles and By-Laws and Amendments and Supplements to the Declaration, Articles and By-Laws, membership register, books of account and minutes of meetings of the Members, the Board, and committees,

current insurance policies, Community Association contracts, and copies of plans, permits, warranties and other items shall be made available for inspection and copying by any Member's Mortgagee, Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Community Association. Such records shall include a record of receipts and expenditures and accounts for each Member, which accounts shall designate the names and addresses of the Members, the due dates and amount of each Assessment, the amounts paid upon the account and the balance due. Accounts of Members shall only be available for inspection by the Board, the officers and the Member or such Member's Mortgagee, unless otherwise required by law to be disclosed. Minutes of grievance hearings will not be released to any person other than the person subject to the disciplinary action. Books and records of the Community Association may be kept at the Community Association office at the Property or off-site at the office designated by the Board of Directors. Books and records of the Community Association shall be maintained for a period of at least seven (7) years after the date of the books and records.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Community Association and the physical properties owned or controlled by the Community Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Community Association.

Section 8. INSURANCE.

The Community Association shall procure, maintain and keep in full force and effect insurance as may be required by the Declaration to protect the interests of the Community Association. The Community Association shall maintain insurance on the Recreational Facilities equal to the full replacement cost thereof and the cost of such insurance shall be included in the Recreational Facilities Budget.

ARTICLE XVII CORPORATE SEAL

The Corporate Seal of the Community Association shall be circular in form and shall have inscribed thereon the name of the corporation and the words "seal," "Florida," "Corporation Not-for-Profit" and the year of incorporation. The corporate seal shall be under the control of the Secretary of the Community Association and be affixed by the Secretary to all documents relating to the official acts of the Community Association, as authorized by the Board of Directors.

ARTICLE XVIII MISCELLANEOUS

Section 1. LITIGATION OF DISPUTES.

Litigation of any dispute relating in any way to Membership in the Community Association or operation of the Community Association shall be submitted to a non-jury trial. The Community Association and Members hereby knowingly, voluntarily, and intentionally waive the right to a trial by jury with respect to any litigation between the parties. These By-Laws shall be governed by the laws of the State of Florida. Jurisdiction and venue for all parties for all actions and proceedings and arbitration shall be in Palm Beach County, Florida.

Section 2. CONFLICT OF TERMS.

In the event of a conflict between the terms of these By-Laws and any other document listed below, the order of priority where there are conflicting terms shall be in the following order, and the terms of the preceding document referenced shall prevail:

- (a) the Declaration,
- (b) the Articles,
- (c) these By-Laws, and
- (d) the Rules and Regulations of the Community Association.

Section 3. DISSOLUTION OR LIQUIDATION.

In the event of dissolution or final liquidation of the Community Association, all of the property and assets of the Community Association, after payment of its debts, shall be distributed, as permitted by Florida law or a court having jurisdiction: (i) first to the Members in proportion to the value of the Recreational Facilities Certificates owned by such Members, with the value of such Recreational Certificates as last established by the Community Association, until distributions equal to such values have been distributed; and (ii) thereafter to the Members in equal proportions.

Section 4. PARLIAMENTARY RULES.

Robert's Rules of Order (then current edition) shall govern the conduct of Community Association proceedings when not in conflict with Florida law, the Articles, the Declaration or these By-Laws.

Section 5. VALIDITY.

If any By-Law or Rule or Regulation is adjudicated to be invalid, such fact shall not affect the validity of any other By-Law or Rule or Regulation.

Section 6. NOTICES.

Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid:

(a) If to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of the Member; or

(b) If to the Community Association, the Board of Directors, or the manager, at the principal office of the Community Association or the manager, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

ARTICLE XIX AMENDMENTS

Section 1. AMENDMENTS BY DECLARANT.

So long as the Declarant still owns one (1) or more Units within the Property, the Declarant may amend (or require the Board of Directors to amend) the Declaration or these By-Laws in its sole and absolute discretion for any other purpose, provided that the amendment has no material adverse effect upon the rights of any Members. Any such amendments having a material adverse effect must be approved by sixty-seven percent (67%) of the total votes eligible to be cast by Members of the Community Association.

Section 2. NON-DECLARANT INITIATED AMENDMENTS.

Any non-Declarant initiated amendment to the Declaration or these By-Laws (other than amendments pursuant to Article XIX, Section 3 hereof) shall require (a)(i) the affirmative vote of a majority of the members of the Board of Directors, or (ii) a petition seeking such change signed by Members representing not less than ten percent (10%) of all Memberships, and (b) an affirmative vote of a majority of the total votes eligible to be cast by the Members of the Community Association at an annual or special meeting of the Members where a quorum of Memberships is present in person and/or by proxy. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. So long as the Declarant owns one (1) or more Units within the Property, the Declarant's consent must be obtained for any amendment to the Declaration or By-Laws. Any proposed amendment to the Declaration, the Articles or these By-Laws must be set forth in the notice of the annual or special meeting provided to the Members. In addition, any amendment to be effective must be recorded in the Public Records of Palm Beach County, Florida.

Section 3. CLARIFICATIONS AND CORRECTIONS.

The Board of Directors may make non-substantive clarifying modifications or corrections to these By-Laws without the approval of the Members. In addition, at such time as the Declarant no longer owns any Units in the Community, the Board of Directors may amend these

By-Laws to reflect the removal of Declarant and/or Declarant's rights hereunder and such amendment shall not require the approval of Declarant or the Members. The Board shall advise the Members of all such modifications and corrections on a timely basis and in such manner as it deems appropriate.

In addition, the Declarant and/or Board of Directors may unilaterally amend the Declaration or these By-Laws at any time and from time to time if such amendment is:

(a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule, requirement or regulation, or judicial determination;

(b) necessary to enable any reputable title insurance company to issue title insurance coverage on Units;

(c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Community Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on Units;

(d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or

(e) correct any stenographic, scrivener's or surveyor's error or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to any Unit unless the owner thereof shall consent thereto in writing.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am duly elected and acting President of The Country Club at Mirasol Community Association, Inc. to be known as Mirasol Club & Association, Inc., a Florida not-for-profit corporation;

That the foregoing Amended and Restated By-Laws of said Community Association were duly adopted at a meeting of the Board of Directors thereof held on the 25th day of February, 2013, to be effective on the effective date of the merger of Mirasol Club, Inc. into The Country Club at Mirasol Community Association, Inc.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the corporate seal this 15 day of March, 2013.

A handwritten signature in cursive script, appearing to read "David A. Knier", is written over a horizontal line.

President

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**AMENDED AND RESTATED
COMMUNITY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE COUNTRY CLUB AT MIRASOL**

This Instrument Prepared By:
Richard G. Cherry, Esq.
Cherry, Edgar & Smith, P.A.
8409 North Military Trail
Suite 123
Palm Beach Gardens, Florida 33410

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List of Exhibits

- Exhibit "A" Legal Description – Property
- Exhibit "B" Amended and Restated By-Laws of Mirasol Club & Association, Inc.
- Exhibit "C" Amended and Restated Articles of Incorporation of The Mirasol Club & Association, Inc.

**AMENDED AND RESTATED
COMMUNITY DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, AND EASEMENTS
FOR
THE COUNTRY CLUB AT MIRASOL**

THIS AMENDED AND RESTATED COMMUNITY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR THE COUNTRY CLUB AT MIRASOL is made and declared by **MIRASOL CLUB & ASSOCIATION, INC.**, a Florida corporation not-for-profit, (the "**Community Association**").

STATEMENT OF BACKGROUND INFORMATION

The capitalized terms used in this Statement of Background Information and elsewhere in this Community Declaration are defined in Article 2 hereof.

A. The Property subject hereto (other than the Recreational Facilities) was originally made subject to that certain Community Declaration of Covenants, Conditions, Restrictions, and Easements for The Country Club at Mirasol recorded in Official Records Book 12323, Page 1078, of the Public Records of Palm Beach County, Florida, as amended and supplemented from time to time (the "**Original Declaration**").

B. Mirasol Club, Inc., a Florida corporation not-for-profit (the "**Former Club**"), has merged with and into the Community Association (having formerly been known as The Country Club at Mirasol Community Association, Inc.), with the Community Association being the surviving entity (sometimes referred to herein as the "**Merger**").

C. In connection with and as a result of the Merger, among other things, the golf, tennis, fitness center, clubhouse and related land, Sales Center (as hereinafter defined), facilities and tangible and intangible personal property (same being defined hereinbelow as the "**Recreational Facilities**") previously owned by the Former Club have become Common Areas owned and operated by the Community Association.

D. Also in connection with and as a part of the Merger, the Community Association has amended and restated its Articles of Incorporation and its By-Laws to (i) reflect the addition of the Recreational Facilities and the Common Areas subject hereto, (i) retain certain voting and assessment procedures of the Former Club with respect to the Recreational Facilities, and (iii) continue to provide all Members with equal voting and assessment allocations for all other Community Association Matters.

E. As part of the Merger, the Voting Members (as defined in the Original Declaration) and the Owners have also approved eliminating the Voting Member structure provided in the Original Declaration (whereby Senior elected officials of each Village cast all votes for Units located with each Village) such that Unit Owners will now vote on their own behalf concerning all matters related to the Community Association.

F. As part of the Merger, the Class C Membership in the Community Association previously held by the Former Club has been terminated. In addition, because the Turnover Date (as defined in the Original Declaration) has occurred (such that control of the Community Association has been turned over to its Members), the Class B Membership in the Community Association previously held by the Declarant has also been terminated. The elimination of the Class B and Class C Membership categories has also eliminated the need to reference a Class A Membership and the elimination of such category is also reflected in this Community Declaration. Notwithstanding the foregoing, however, nothing contained herein is intended to, or shall, alter, waive or impair any of the other rights, benefits, privileges or protections specifically reserved by Declarant which exist notwithstanding the fact that the Turnover Date has occurred.

G. Additionally, the Master Association has amended its own governing documents to eliminate certain approval and other authority it has over the Community Association and the property governed thereby (but not the Village Associations).

H. The Original Declaration has been previously amended (including, without limitation, amendments to Sections 5.3 (Owner's Responsibility), 12.2 (Occupants Bound), 12.3 (Animals and Pets), 12.11 (Garages, Carports and Outbuildings), 12.18.2 (Leasing Provisions), 12.18.4 (collection of rents owed to delinquent lessors), 15.8 (Compliance) and 18.6 (Lot Easement)) and the Owners desire that all of such amendments be reflected herein as part of this Community Declaration.

I. By virtue of all of the foregoing, it has become necessary to amend the Original Declaration to reflect and implement same, such amendments being sufficiently extensive so that, for the sake of convenience and clarity, it is appropriate to amend and restate the Original Declaration in its entirety as hereinafter provided.

J. The Community Association has obtained all requisite approvals to amend and restate the Original Declaration as hereinafter set forth, including, without limitation, the approval by the requisite votes of the voting members of the Community Association and the joinder of the Declarant.

STATEMENT OF COMMUNITY DECLARATION

It is hereby declared that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following covenants, conditions, restrictions, easements, reservations, assessments, liens, charges, and other provisions set forth in this Community Declaration which shall run with such property, be binding on all parties having any right, title or interest in any part of such property, their heirs, successors in title, and permitted assigns.

ARTICLE 1 INTENT OF COMMUNITY DECLARATION

The parties hereto desire to provide for the preservation and enhancement of the value, desirability and attractiveness of the Properties and, therefore, Declarant intends by this

Community Declaration to impose upon the Properties mutually beneficial restrictions under a general plan of improvement and maintenance for the Properties. Such parties desire to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Properties, and ownership, operation and maintenance of the Areas of Common Responsibility, including, but not limited to, the Recreational Facilities and certain private rights-of-way located within the Properties.

ARTICLE 2 DEFINITIONS

Section 2.1 **"Architectural Review Committee" or "ARC"** shall mean and refer to the Architectural Review Committee which is established pursuant to the Master Declaration.

Section 2.2 **"Area of Common Responsibility"** shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Community Declaration, resolution of the Board, or by contract or agreement with the Master Association, any Village Association, NPBCID, SFWMD, the City or other governmental or regulatory agency or authority become the responsibility of the Community Association.

Section 2.3 **"Articles of Incorporation" or "Articles"** shall mean and refer to the Amended and Restated Articles of Incorporation of Mirasol Club & Association, Inc., as filed with the Secretary of State of Florida, and as may be amended from time to time, a copy of which is attached hereto as Exhibit "C".

Section 2.4 **"Assessment" or "Assessments"** shall mean and refer to those charges, fees and/or obligations set forth in Article 10 hereof, including, without limitation, the Common Assessments and the Recreational Facilities Assessments.

Section 2.5 **"Association Foreclosed Unit"** shall have the meaning set forth in Section 10.17 of this Community Declaration.

Section 2.6 **"Benefit Assessments"** shall mean and refer to Assessments levied in accordance with Section 10.8 of this Community Declaration.

Section 2.7 **"Board of Directors" or "Board"** shall be the elected body of the Community Association having its normal meaning under Florida corporate law.

Section 2.8 **"By-Laws"** to the Amended and Restated By-Laws of Mirasol Club & Association, Inc., as may be amended from time to time, a copy of which is attached hereto as Exhibit "B". Amendments to the By-Laws shall be recorded in the Public Records.

Section 2.9 **"City"** shall mean and refer to the City of Palm Beach Gardens, Florida.

Section 2.10 **"Club Charges"** shall mean all charges incurred for food, beverage, merchandise, golf cart fees and other goods and services purchased by a Member from the Community Association.

Section 2.11 **"Common Area", "Common Areas" or "Common Property"** shall be an inclusive term referring to all real property dedicated to, owned by, or held by the Community Association (specifically including the Recreational Facilities), or intended by Declarant to be devoted to the common use or enjoyment of the Owners or for preservation within the Properties, in accordance with this Community Declaration. The term **"Common Property"** shall also include any personal property acquired by the Community Association if said property is designated as **"Common Property"** by the Community Association or the Declarant. Any land or personal property leased by the Community Association shall lose its character as Common Property upon the expiration of such lease. The Common Property may include, without limitation, private streets, entry features, landscaping, hardscape, signage, roadway, walkways, landscape lighting, parks and the Recreational Facilities. Common Property may be established by Plat Dedication, deed, or Supplement or written notice to the Community Association which shall be filed in the corporate minute book.

Section 2.12 **"Common Assessment"** shall mean and refer to Assessments levied against all Members to fund Common Expenses, which Assessments shall (i) be based on the Community Maintenance and Security Budget, and (ii) not include Recreational Facilities Assessments, which shall be determined based on the Recreational Facilities Budget.

Section 2.13 **"Common Expenses" or "Common Expense"** shall mean and include the actual and estimated expenses incurred by the Community Association for maintenance, operation and other services required or authorized to be performed by the Community Association which are attributable to the Area of Common Responsibility, including any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to this Community Declaration, the By-Laws, and the Articles of Incorporation of the Community Association.

Section 2.14 **"Community"** shall mean and include the residential community commonly known as The Country Club at Mirasol, and which is comprised of the Property subject to this Community Declaration from time to time.

Section 2.15 **"Community Association"** shall mean and refer to Mirasol Club & Association, Inc., a Florida not-for-profit corporation, its successors or assigns, whose purpose is to administer the Properties in accordance with the provisions of this Community Declaration. The Community Association is the master property owner's association for all of The Country Club at Mirasol. Separate sub-associations called **"Village Associations"** shall be created for Villages within the Community. The Community Association shall be governed at all times by the provisions of Chapters 617 and 720, Fla. Stat., as same may be amended from time to time.

Section 2.16 **"Community Association Documents"** shall mean and refer to the Community Declaration, as amended and supplemented from time to time, and the Community Association's Articles of Incorporation, By-Laws, and any other documents governing the Community Association, all changes to such documents and any and all budgets of the Community Association as adopted from time to time.

Section 2.17 **"Community Declaration"** shall mean and refer to this Amended and Restated Community Declaration of Covenants, Conditions, Restrictions, and Easements for The Country Club at Mirasol, as the same may be amended or supplemented from time to time.

Section 2.18 **"Community Maintenance and Security Budget"** shall mean the Community Maintenance and Security Budget prepared by the Board of Directors covering the estimated Common Expenses of the Community Association during the upcoming year, which budget shall exclude revenue and expenses included in the Recreational Facilities Budget.

Section 2.19 **"Community Site Plan"** shall mean and refer to the graphic plan for the development of the Property approved by Declarant and that is in compliance with approvals granted by governmental agencies having jurisdiction over the Property, as it may be amended from time to time. Information on the Site Plan shall not bind Declarant to develop any portion of the Property in any particular manner, fashion, with any particular number of Units or dedicate or convey any portion of the Property to the Community Association or other Persons.

Section 2.20 **"Declarant"** shall mean and refer to Taylor Woodrow Communities at Mirasol, Ltd. or its successors, or a successor-in-title to any portion of the Property pursuant to an instrument which is duly recorded in the Public Records of Palm Beach County, Florida and which conveys and assigns to the grantee thereof all or any portion of the rights of Taylor Woodrow Communities at Mirasol, Ltd. hereunder. Such conveyance, and assignment may be partial in which event Taylor Woodrow Communities at Mirasol, Ltd.'s rights so conveyed shall be limited as provided in the instrument or the same may be a complete conveyance and assignment, in which latter event shall vest such successor with all of the rights of Taylor Woodrow Communities at Mirasol, Ltd. Upon any assignment, Taylor Woodrow Communities at Mirasol, Ltd. will be released of all liability relating to assigned rights and obligations.

Section 2.21 **"First Mortgagee"** shall mean and refer to any Institutional Lender who holds a first mortgage on a Unit.

Section 2.22 **"Former Club"** shall mean and refer to Mirasol Club, Inc., a Florida corporation not-for-profit, as same existed prior to the Merger described herein.

Section 2.23 **"Institutional Lender"** shall mean and refer to a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

Section 2.24 **"Master Association"** shall mean and refer to Mirasol Master Maintenance Association, Inc., a Florida not-for-profit corporation, its successors or assigns whose purpose is to administer the Master Declaration. The Master Association is the master property owners association for all of Mirasol.

Section 2.25 **"Master Association Documents"** shall mean and refer to the Master Declaration, as amended and supplemented from time to time, and other related Master Association Documents, including, but not limited to, the Master Association's Articles of

Incorporation, By-Laws, and any other documents governing the Master Association, all changes to such documents, and any and all budgets of such Master Association as adopted from time to time.

Section 2.26 **"Master Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mirasol recorded or to be recorded in the Public Records of Palm Beach County, Florida, as amended or supplemented from time to time.

Section 2.27 **"Member"** shall mean and refer to a Person entitled to membership in the Community Association, as provided herein and in the By-Laws. All Owners shall be Members of the Community Association; provided, however, that there shall be no more, than one (1) vote for each Unit.

Section 2.28 **"Membership"** shall mean and refer to the rights and obligations provided to Members in this Community Declaration, the By-Laws, the Articles and the Rules and Regulations.

Section 2.29 **"Merchant Builder" or "Builder"** shall mean and refer to all builders who purchase platted lots or parcels of vacant land for further development and construction and who have executed an agreement with Declarant designating them as part of Declarant's organized builder program.

Section 2.30 **"Merger"** shall mean the merger of the Former Club with and into the Community Association, with the Community Association being the surviving entity.

Section 2.31 **"Mirasol"** shall mean and refer to the master planned community to be developed on the Property pursuant to the PCD Approval and subject to the Master Declaration from time to time.

Section 2.32 **"NPBCID"** shall mean Northern Palm Beach County Improvement District, an independent and special district established pursuant to Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of NPBCID.

Section 2.33 **"Original Declaration"** shall mean and refer to the Original Declaration described and defined in Section B. of the Statement of Background Information.

Section 2.34 **"Owner"** shall mean and refer to the record title holder, whether one (1) or more persons or entities, of the fee simple title to any Unit situated within or upon the Properties. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Unit pursuant to an action for foreclosure or any proceeding in lieu of foreclosure.

Section 2.35 **"PCD Approval"** shall mean and refer to City of Palm Beach Gardens Ordinance 8, 2000, which amended and restated Ordinance 21, 1998, as may be amended or supplemented from time to time.

Section 2.36 **"Person"** means a natural person, a corporation, a partnership, a trustee, or any other legal entity.

Section 2.37 **"Plat" or "Plats"** shall mean any plat or plats recorded in the Public Records of Palm Beach County, Florida, affecting any or all of the Properties.

Section 2.38 **"Property" or "Properties"** shall mean and refer to the Property described in Exhibit "A" attached hereto (which, as a result of the Merger, now includes the real property component of the Recreational Facilities) together with such additional property as may be hereafter subjected to this Community Declaration by Supplemental Declaration(s).

Section 2.39 **"Public Records"** shall mean the Official Records of Palm Beach County, Florida.

Section 2.40 **"Recreational Facilities"** shall mean the portions of the Properties comprising golf, tennis, swim, fitness, clubhouse, the Sales Center and related land, facilities and tangible and intangible personal property owned and operated by the Community Association, as the same may be modified from time to time.

Section 2.41 **"Recreational Facilities Assessments"** shall mean and refer to Assessments related to the Recreational Facilities that Members are required to pay pursuant to this Community Declaration and the By-Laws and which shall specifically include the Recreational Facilities Capital Assessments, the Recreational Facilities Dues Assessments and the Recreational Facilities Membership Contributions (as such terms are defined in the By-Laws).

Section 2.42 **"Recreational Facilities Budget"** shall have the meaning set forth in Section 10.4 hereof.

Section 2.43 **"Recreational Facilities Membership Contributions"** shall mean the membership contributions required to be paid by each Owner upon acquisition of a Unit, as described in the By-Laws.

Section 2.44 **"Rules and Regulations"** shall mean the rules, regulations, procedures and/or community-wide standards adopted by the Board, as same may be amended from time to time.

Section 2.45 **"Sales Center"** shall mean and refer to the real property described as Sales Center in Article 20 hereof.

Section 2.46 **"SFWMD"** shall mean and refer to the South Florida Water Management District, a regional water management district established in accordance with Florida law, and any successor governmental agency, body or special district charged with the rights and responsibilities of SFWMD.

Section 2.47 **"Special Assessments"** shall mean and refer to Assessments levied in accordance with Section 10.6 of this Community Declaration.

Section 2.48 **"Supplemental Declaration"** or **"Supplement"** shall mean an amendment or supplement to this Community Declaration executed by or consented to by Declarant or its successors in interest which subjects additional property to this Community Declaration and/or imposes additional restrictions and obligations or removes restrictions and Unit obligations on the land described therein. The term shall also refer to any instrument recorded to subject additional property to this Community Declaration.

Section 2.49 **"The Country Club at Mirasol"** shall mean and refer to the Community.

Section 2.50 **"Unit"** shall mean and refer to a portion of the Properties, whether developed or undeveloped, intended for development, use or occupancy as an attached or detached residence for a single family and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) single family lots, attached or detached villas, zero lot line or patio homes, townhouse units, condominium units, as well as vacant land intended for development as such, all as may be developed, used, and defined as herein provided and in the PCD Approval, or as provided in Supplemental Declarations covering all or part of the Properties. The term shall include land owned as well as any structures thereon. In the case of a structure which contains multiple dwellings, such as condominium units, but excluding a guesthouse or detached garage ancillary to a single-family residential dwelling provided that both exist on one platted lot, each dwelling shall be deemed to be a separate Unit. Any two (2) or more platted lots which are under common ownership and on which a single residence has been constructed shall nevertheless be considered to be two (2) or more separate Units for purposes of voting, assessment and all other matters hereunder; unless an irrevocable unity of title is recorded against the Units, and the Community Association, in its sole discretion, consents to the treatment of the Units as one (1) Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the most recent Community Site Plan or development plan approved by Declarant until such time as a subdivision plat or condominium declaration has been recorded in the public records on all or a portion thereof. After a subdivision plat or condominium declaration has been recorded on all or a portion thereof, the portion designated in that plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Section 2.51 **"Village"** shall mean and refer to each portion of the Properties which may be developed and designated as a separate village or neighborhood whether or not such property or Units are located in close proximity to each other. A Village may be comprised of one (1) or more housing types subject to this Community Declaration, and shall be governed by the Master Declaration, the Community Declaration, and a Village Declaration, in which Owners may have common interests in addition to those common to all Community Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. Where the context permits or requires, the term Village shall also refer to the Village Association having jurisdiction over the property within the Village. Villages may be divided or combined in accordance with Article 14 of this Community Declaration.

Section 2.52 **"Village Assessments"** shall mean and refer to assessments levied against Owners and their Units in accordance with Section 10.7 of this Community Declaration.

Section 2.53 **"Village Association"** shall mean or refer to each condominium or homeowners association which may be formed for a particular Village to govern the business affairs and any property within that Village. The formation of a Village Association is required for each Village unless otherwise set forth in a Supplemental Declaration for a Village or this Community Declaration.

Section 2.54 **"Village Association Documents"** shall mean the declaration of covenants, conditions, restrictions and easements or declaration of condominium for a Village, and the articles of incorporation and by-laws of a Village Association and any other documents governing a Village, all changes to such documents, and any and all budgets of such Village Associations as adopted from time to time.

ARTICLE 3 PROPERTY RIGHTS AND PROPERTY SUBJECT TO THIS COMMUNITY DECLARATION AND ADDITIONS THERETO

Section 3.1 Property.

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Community Declaration is the Property described in Exhibit "A", which, as a result of the Merger, specifically includes the Recreational Facilities.

Section 3.2 Additions and Deletions to Property.

The Community Association shall have the right to bring within or delete from the scheme of this Community Declaration, from time to time, and in its discretion and without the consent, of any other Person whomsoever except the owner of such property, one or more parcels of property. Any such additions or deletions as are authorized hereby shall be made by a Supplemental Declaration executed by the Community Association and the owner of the additional or deleted property. Notwithstanding the foregoing, until the Declarant no longer has any approval rights pursuant to Section 4.3 hereof, no property shall be added to or deleted from the Property without the Declarant's prior written consent.

Section 3.3 Enjoyment of Common Areas.

Every Owner of a Unit shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, subject to this Community Declaration and the By-Laws, as they may be amended from time to time, the Rules and Regulations, payment of Assessments (including, without limitation, Recreational Facilities Assessments) and subject to any restrictions or limitations contained in any deed conveying such property to the Community Association. Any Owner of a Unit may delegate his or her right of enjoyment to the members of his or her family, lessees and social invitees, as applicable, subject to this Community

Declaration, reasonable regulation by the Board and in accordance with the By-Laws and/or the Rules and Regulations adopted from time to time.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS; RIGHTS OF DECLARANT

Section 4. 1 Membership.

Every Owner of a Unit, including Declarant as long as it so qualifies, shall be deemed to have a Membership in the Community Association. There are three (3) categories of Membership (Golf, Sports and Social), which categories shall have the rights and obligations set forth herein and in the By-Laws and the Rules and Regulation.

No Owner of a Unit, whether one (1) or more Persons, shall have more than one (1) membership per Unit. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein.

Membership shall be appurtenant to and may not be separated from ownership of a Unit except as otherwise specifically provided herein. Change of Membership in the Community Association shall be established by recording in the Public Records of Palm Beach County, Florida, a deed or other instrument conveying record fee title to a Unit, and by the delivery to the Community Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by said Owner's acceptance of such instrument, become a Member of the Community Association, and the membership of the prior owner shall be terminated. In the event a copy of said instrument is not delivered to the Community Association, said Owner(s) shall become a Member, but shall not be entitled to voting privileges enjoyed by his predecessor in interest until such delivery is accomplished, but such Owner(s) shall nevertheless be responsible for all obligations required of an Owner hereunder. The foregoing shall not limit the Community Association's powers or privileges to enforce covenants, Assessments and abate violations.

Each Member shall be entitled to one (1) equal vote for each Unit owned, but there shall be only one (1) vote per Unit. Notwithstanding the foregoing, the votes to be cast on "**Recreational Facilities Matters**", as defined in the By-Laws, shall be allocated and cast as provided therein.

Section 4. 2 Joint Ownership.

In any situation in which a Member has the right to vote, voting rights may be exercised by a Member or the Member's spouse if the Unit is owned by one or both spouses. In any situation where more than one Person holds an interest in a Unit (other than two spouses), or a company or other form of entity owns the Unit, the owners shall file with the Secretary of the Community Association a notice designating the name of an individual who shall be authorized to cast the vote(s) for the respective Unit. In the absence of such notice, no Person shall be entitled to cast the vote(s) with respect to such Unit. The person designated for an entity-owned Unit must be a Designated User (as defined in the By-Laws).

Section 4.3 Declarant's Rights in the Community Association.

In addition to, but separate and apart from, Declarant's rights as a Member, until the retail conveyance of the last Unit to be contained within the Property by Declarant or Merchant Builders, the Board shall have no authority to, and shall not, without the prior written consent of the Declarant, which may be withheld for any or no reason whatsoever, undertake any action which shall:

4.3.1 prohibit or restrict in any manner the sales, marketing, development and construction program of the Declarant, its successors and assigns, any Merchant Builder, or the use of the Sales Center for any purpose permitted by the applicable governmental approvals as they exist from time to time;

4.3.2 decrease the level of maintenance services of the Community Association being performed immediately prior to the Turnover Date;

4.3.3 make any Special, Benefit or Recreational Facilities Assessments against or impose any fine upon the Declarant's property within The Country Club at Mirasol or the Declarant;

4.3.4 alter or amend the Community Declaration, the Articles or By-Laws of the Community Association;

4.3.5 terminate or waive any rights of the Community Association under this Community Declaration;

4.3.6 convey, lease, mortgage, alienate or pledge any easements or Common Area of the Community Association;

4.3.7 accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property;

4.3.8 terminate or cancel any easements granted hereunder or by the Community Association;

4.3.9 terminate or impair in any fashion any easements; powers or rights of the Declarant or Merchant Builders hereunder;

4.3.10 restrict the Declarant's rights of use, access and enjoyment of any of the Properties, or

4.3.11 cause the Community Association to default on any of its obligations under any contract or this Community Declaration.

In any such matter, the Declarant's consent shall be exercised by its appointee(s) on the Board or other person designated to so act by the Declarant.

This Section 4.3 may not be amended without the express written consent of the Declarant.

Section 4. 4 Right of Declarant to Disapprove Actions.

This Section 4.4 may not be amended without the express, written consent of the Declarant.

Until the retail conveyance of all Units within the Properties, the Declarant shall, to the maximum extent permitted by law, have a right to disapprove actions of the Board and any committees, as is more fully provided in this Section. This right shall be exercisable only by the Declarant, its successors, and assigns who specifically take this power in a recorded instrument, or who become a successor Declarant pursuant to a recorded assignment or court order. No action authorized by the Board of Directors or any committee shall become effective, nor shall any action, policy or program be implemented until ten (10) days following Declarant's receipt of written notice of the action taken at the meeting held pursuant to the terms and provisions hereof. At any time prior to the expiration of such ten (10) day period, the Declarant may exercise its right to disapprove actions of the Board and any committees and the Community Association shall not take any action or implement any policy, program or Rule or Regulation previously approved by the Community Association.

This right to disapprove shall not extend to the requiring of any action or counteraction on behalf of any committee, or the Board or the Community Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Community Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

**ARTICLE 5
MAINTENANCE**

Section 5. 1 Maintenance by Community Association.

The Community Association shall operate, maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. The maintenance to be performed by the Community Association shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements, including but not limited to all private streets, controlled access gatehouses and gates, sidewalks, pedestrian and cart paths, buildings, signage, fencing, walls, hardscape, bulkheads, bike paths, landscape lighting, street lighting fixtures and appurtenances, monuments and other improvements owned by or dedicated to the Community Association, situated upon the Common Area, and such additional property included within the Area of Common Responsibility.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of Areas of Common Responsibility shall be a Common Expense to be allocated equally among all Units as part of the Common Assessment. Notwithstanding the

foregoing, Recreational Facilities Assessments shall be allocated among the Golf, Sports and Social Members as provided in the By-Laws.

It is anticipated the Community Association, at its expense, will maintain property which it does not own, if the same is within the Area of Common Responsibility.

The Community Association shall be entitled to maintain fences, walls, hardscape and landscaping separating Units and Common Areas, even if the same encroaches onto the Owner's Unit. An easement shall be deemed created in favor of the Community Association to the extent such walls, fences and hardscape are constructed on and encroach upon any portion of the Unit(s). A perpetual easement of ingress and egress over Units is hereby granted to the Community Association for purposes of construction and maintenance activities related to any such walls, fences hardscape and landscaping, provided the Community Association's use of Units for maintenance shall not unreasonably interfere with an Owner's use of the Unit.

The Community Association shall maintain, repair and replace storm sewers, swales, underground drainage improvements within rights-of-way and other drainage structures which collect, divert and transport drainage from such storm sewers to lakes located within the Property. If the Community Association fails to maintain, repair and replace said property and improvements, the Master Association shall have the obligation to maintain, repair and replace the same, the cost of which shall be deemed a Benefit Assessment charged to the Owners within the Community Association. The Community Association acknowledges that portions of the Surface Water Management System (as defined in the Master Declaration) shall be maintained by the Master Association, Village Associations or NPBCID.

Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SFWMD and other governmental authorities. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by the SFWMD and NPBCID.

It is anticipated that in the future, the Master Association may, without any requirement to supplement or amend the Declaration, enter into an agreement with NPBCID as further described in the Master Declaration.

The Declarant may, in its discretion, cause the Master Association, Community Association or Village Association to convey, without payment of any compensation or purchase price, their ownership interest in, or an easement to, the Surface Water Management System within their common areas to NPBCID, together with easements for access, operation, maintenance, monitoring, repair, replacement, improvement and/or removal of the Surface Water Management System. Any such conveyance may, but shall not be required to, assign responsibilities for operation, maintenance, monitoring, repair, replacement, improvement and/or removal to NPBCID

Section 5. 2 Management.

The Community Association may contract with any person or management company for the management and operation of all of the Areas of Common Responsibility for purposes of carrying out all the maintenance and operation services provided for, or reasonably inferred in this Community Declaration.

Section 5. 3 Owner's Responsibility.

Each Owner shall irrigate street trees as determined by the Design Review Guidelines of the Architectural Review Committee referred to in the Master Declaration as part of their obligation to maintain their Unit. No Owner may place landscaping (other than sod) in easements on their Units. Owners of Units fronting on any roadway within the Properties shall maintain driveways serving their Unit and shall maintain and irrigate landscaping on that portion of the area, if any, or right-of-way between the Unit boundary and the nearest pavement edge of the roadway.

Section 5. 4 Village Association's Responsibility.

Each Village Association having responsibility for maintenance of all or a portion of the property within a particular Village pursuant to Village Association Documents shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standards (as defined in the Master Declaration).

Section 5. 5 Deficient Maintenance by Owner or Village Association.

In the event that an Owner or Village Association fails to adequately maintain property for which it is responsible, the Community Association and Master Association shall have the right, but not the obligation, to maintain such property and to assess the costs (including an appropriate charge for administrative overhead) against the Owner and his Unit, if an Owner's responsibility, or Owners and their Units located within the Village benefited by the maintenance performed by the Community Association or Master Association as to property for which a Village Association is responsible. Each such Unit shall pay its pro-rata share of such expenses incurred by the Community Association or Master Association together with an administrative charge of ten percent (10%) of such amount. Such Assessments may be collected as Benefit Assessments.

**ARTICLE 6
INSURANCE AND CASUALTY LOSSES**

Section 6.1 Insurance.

The Community Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain the following insurance:

(a) Blanket all-risk coverage insurance for all insurable improvements to the Common Area (or the most similar type of coverage reasonably available if all-risk coverage is

not reasonably available) for one hundred percent (100%) of the replacement cost, less a reasonable deductible and foundation costs,

(b) Public liability insurance covering the Common Area, the Community Association and its Members,

(c) Officers' and directors' insurance for the officers and directors of the Community Association, and

(d) Such other insurance as may be determined appropriate by the Board.

Insurance obtained on the properties within any Village obtained by a Village Association shall at minimum comply with the applicable provisions of Section 7.1 of the Master Declaration, with regard to insurance on the Common Area located within the applicable Village. All such insurance shall be for the full replacement cost (less foundation costs and a reasonable deductible). All such policies shall provide for a certificate of insurance to be furnished to the Master Association.

The Community Association shall not have any insurance responsibility for any Unit or common area of a Village Association.

In addition to any requirements imposed by the Master Association, liability and casualty insurance policies acquired by a Village Association shall name the Community Association as an additional insured and shall require that the Master Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to any requirements imposed by the Master Association, insurance obtained by a Village Association shall, at minimum, comply with the applicable provisions of this Section 6.1, unless modified by a Supplemental Declaration.

Premiums for all insurance on the Areas of Common Responsibility earned by the Community Association shall be a Common Expense of the Community Association and shall be included in the Common Assessment.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Community Association. Such insurance shall be governed by the provisions hereinafter set forth.

6.1.1 All policies on the Common Area shall be for the benefit of the Community Association and its Members.

6.1.2 Exclusive authority to adjust losses under policies obtained by the Community Association shall be vested in the Community Association's Board of Directors.

6.1.3 In no event shall the insurance coverage obtained and maintained by the Community Association's Board of Directors hereunder be brought into contribution with insurance purchased by the Master Association, Village Associations, individual Owners,

occupants, or their First Mortgagees. The insurance carried by the Community Association shall be primary.

6.1.4 In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance if and to the extent required by law, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Community Association's funds, if at a reasonable cost, and flood insurance on Common Areas, if required, and other insurance considered reasonable and desirable by the Board.

Section 6.2 Individual Insurance.

By virtue of taking title to a Unit subject to the terms of this Community Declaration, each Owner covenants and agrees with all other Owners and with the Community Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon, unless the Village Association in which the Unit is located carries such insurance. Each Owner of a Unit further covenants and agrees that in the event of a loss or damage resulting in less than total or total destruction of structures comprising his Unit, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure as soon as reasonably practicable but in any event within one (1) year in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with the Master Declaration. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds.

Section 6.3 Damage and Destruction.

6.3.1 Immediately after damage or destruction by fire or other casualty to all or any part of the Area of Common Responsibility covered by insurance written in the name of the Community Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties to substantially the same condition in which it existed prior to the fire or other casualty, allowing for any changes or technical and functional improvements in applicable building codes or other governmental requirements.

6.3.2 Any damage or destruction to the Common Area shall be repaired or reconstructed as soon as reasonably practicable.

Section 6.4 Disbursement of Proceeds.

Proceeds of insurance, policies shall be disbursed as follows: if the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction. Any proceeds remaining after defraying such costs of repair or reconstruction, or in the event no repair or reconstruction is made, shall be retained by and for the benefit of the Community Association and placed in a capital improvements account.

This is a covenant for the benefit of any First Mortgagee of a Unit and may be enforced by such First Mortgagee.

Section 6.5 Repair and Reconstruction to Common Areas and Recreational Facilities.

If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a Member vote, levy a Special Assessment against all Owners on the same basis as provided for Common Assessments to the extent that the damaged or destroyed Common Areas do not include the Recreational Facilities. If the damaged or destroyed Common Area is comprised of Recreational Facilities then such costs may be paid out of: (i) Recreational Facilities Assessments; or (ii) upon a two-thirds vote of the Board, any available Recreational Facilities Capital Assessments or Recreational Facilities Capital Reserve Fund (as defined in the By-Laws).

**ARTICLE 7
NO PARTITION**

Except as is permitted in this Community Declaration or amendments thereto, there shall be no judicial partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Community Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Community Declaration.

**ARTICLE 8
CONDEMNATION**

Whenever all or any part of the Common Area shall be taken by condemnation by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Community Association, as trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any portion of the Property of this Community Declaration, and Members entitled to cast at least sixty-seven percent (67%) of the total votes attributable to Units shall otherwise agree, the Community Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Community Association. If such improvements are to be repaired or restored, the provisions regarding the disbursement of funds in respect to casualty, damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are funds remaining after any such restoration or replacement is completed, then such award or funds shall be disbursed to the Community Association and used for capital improvements as the Board of Directors of the Community Association shall determine, in its sole discretion.

ARTICLE 9

RIGHTS AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION

Section 9. 1 Common Area.

9.1.1 The Declarant completed or caused to be completed construction of the Common Areas, including, without limitation, all private rights-of-way, sidewalks, community parks, surface water management improvements, gate houses, landscaping, walls and highway and identifiable signage, and convey its interest in the Common Areas to the Community Association. The Community Association has accepted title to all interest in any real or personal property transferred to it by Declarant or the Former Club. All interests in real property conveyed to the Community Association is subject to the terms of this Community Declaration, the Master Declaration, and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances and matters of record or reserved by Declarant in the instrument of conveyance, if any.

THE COMMUNITY ASSOCIATION HAS ACCEPTED "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE; AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING REPAIRS, CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY UNIT, THE COMMUNITY ASSOCIATION AND ALL OWNERS RELEASE DECLARANT FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE COMMUNITY ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

9.1.2 The Community Association shall be responsible for the management and control of the Areas of Common Responsibility and shall maintain and keep the Areas of Common Responsibility in working order, ordinary wear and tear excepted, unless a different standard is imposed pursuant to a contract or agreement with the Community Association, such maintenance to be funded as herein provided.

Section 9.2 Rules and Regulations.

The Community Association, through its Board of Directors, may make and enforce reasonable uniform non-discriminatory Rules and Regulations governing the use of the Properties, which Rules and Regulations shall be consistent with the rights and duties established by this Community Declaration. The Community Association, through its Board of Directors, may impose sanctions and Benefit Assessments upon Owners for violations of such Rules and Regulations. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use Common Areas, other than private streets and other Common Areas necessary to access the Owner's Unit, and exclusion from the Properties of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such Rules and Regulations. Any suspension of use of Common Area may include revocation of privileges to obtain access through any gatehouse by use of an automated entry device, such as by way of example electronic access card, remote control or bar code. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Community Association. Fines shall constitute Benefit Assessments subject to the lien rights provided in this Community Declaration.

Section 9.3 Implied Rights.

The Community Association may exercise any other right or privilege given to it by this Community Declaration, its Articles of Incorporation, its By-Laws or by the Florida Statutes, and every other right or privilege given to it herein or therein, or reasonably necessary to effectuate any such right or privilege.

ARTICLE 10 ASSESSMENTS

Section 10.1 Creation of Assessments.

There are hereby created Assessments for Community Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. There shall be five (5) types of Assessments: (i) Common Assessments for Common Expenses for the benefit of all Members of the Community Association; (ii) Recreational Facilities Assessments as described in Section 10.4 hereof; (iii) Special Assessments as described hereafter in Section 10.6 hereof; (iv) Village Assessments as described in Section 10.5 hereof; and (v) Benefit Assessments as described in Section 10.7 hereof.

Common Assessments shall be levied equally on all Units which are subject to this Community Declaration. Recreational Facilities Assessments shall be levied and allocated among the Members as provided in the By-Laws.

All Assessments, together with (i) Club Charges, (ii) interest on all unpaid Assessments and Club Charges (at a rate not to exceed the highest rate allowed by Florida usury law) as

computed from the date the delinquency first occurs, (iii) late charges, (iv) costs, and (v) reasonable attorney's fees, shall be a charge on the Unit (and improvements) to which they pertain and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who owned such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable to the time of conveyance, except as otherwise provided herein. Until the Declarant no longer owns any Units within the Properties, without the prior written consent of the Declarant, no change shall be made concerning the manner in which Assessments (exclusive of Recreational Facilities Assessments) are allocated among Units.

The Community Association shall, upon the written request of any Owner, furnish, within ten (10) days after such written request, to any Owner liable for any type of Assessment a certificate in writing signed by an authorized representative of the Community Association setting forth whether such Assessment has been paid as to his particular Unit. Such certificate shall, absent fraud or misrepresentation on the part of the Owner or party requesting the certificate, be conclusive evidence of payment to the Community Association of such assessment therein stated to have been paid. The Community Association may require the advance payment of a reasonable processing fee for the issuance of each such certificate.

Assessments shall be paid in such manner and on, such dates as may be fixed by the Board of Directors and such determinations by the Board may include, without limitation, acceleration of that fiscal year's Common Assessments for delinquencies.

No Owner may waive or otherwise exempt himself from liability for Assessments, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the property. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. If a Unit is owned by more than one Owner (e.g., a husband and wife), the obligation to pay Assessments is a joint and several obligation of each of the Owners of that Unit. Each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be expressed in any such deed, shall be deemed to covenant and agree to pay the Assessments and such obligations shall be binding on all Builders or developers purchasing Units for development. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Community Association or Board to take some action or perform some function required to be taken or performed by the Community Association, Board or Declarant under this Community Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Community Association, or from any action taken by the Declarant in connection with the development of The Country Club at Mirasol or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 10.2 Purpose of Assessments.

10.2.1 The Assessments levied by the Community Association shall be used exclusively for the purpose of promoting the proper maintenance, replacement, repair

and management of the Properties and in particular for operation of the Community Association and fulfilling its obligations under the Community Declaration and all documents and agreements executed in connection herewith. Notwithstanding anything to the contrary herein, the Declarant shall have no obligation or responsibility for any assessments which are levied against any other Owner (including, without limitation, any Builder) and which are not paid by such Owner. The Association's Board of Directors may borrow funds due to delinquent Common Assessments. Expenses of such borrowing shall be a Common Expense and any liability shall be that of the Community Association.

10.2.2 Notwithstanding subsection 10.2.1, the Recreational Facilities Assessments shall be used to pay for the costs of owning, operating, maintaining, improving and expanding the Recreational Facilities.

Section 10.3 Computation of Common Assessment.

It shall be the duty of the Board annually to prepare the Community Maintenance and Security Budget covering the estimated Common Expenses of the Community Association during the coming year, exclusive of the revenue and expenses set forth in the Recreational Facilities Budget. The Community Maintenance and Security Budget shall be used to determine the amount of the Common Assessments for the coming year. Any Community Maintenance and Security Budget adopted by the Community Association shall include contributions for a reserve. The Board shall cause a copy of the Community Maintenance and Security Budget and the notice of the Common Assessment amount to be delivered to the Members at least thirty (30) days prior to the beginning of each fiscal year. The Community Maintenance and Security Budget and Common Assessments shall be determined by the Board of Directors in their sole and absolute discretion, provided that the Community Association shall provide a copy of the Community Maintenance and Security Budget to the board of directors of the Master Association for their review and comment as required pursuant to the Master Declaration prior to the final approval of the Community Maintenance and Security Budget by the Board of Directors. So long as the Community Maintenance & Security Committee (as defined in the By-Laws) is in existence, the Community Maintenance & Security Committee shall be responsible for the preparation of the Community Maintenance and Security Budget for approval by the Board of Directors, which approval shall not be unreasonably withheld.

Notwithstanding the foregoing, in the event the Board fails for any reason to determine the Community Maintenance and Security Budget for any year, then and until such time as a budget shall have been determined as provided herein, the Community Maintenance and Security Budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new Community Maintenance and Security Budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the Common Assessment from the beginning of such year at the time the next installment is due.

Section 10.4 Recreational Facilities Assessments.

In addition to the Common Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated revenue to be generated by, and the expenses relating to, the ownership, operation and management of the Recreational Facilities for the coming year (the "**Recreational Facilities Budget**"). At least thirty (30) days prior to the beginning of each fiscal year, the Recreational Facilities Budget shall be delivered or made available to the Members. The Recreational Facilities Budget shall be used by the Board to establish the amount of the Recreational Facilities Assessments for the coming year. The Recreational Facilities Assessments shall be levied and allocated to the Members in the manner provided in the By-Laws.

Notwithstanding the foregoing, in the event the Board fails for any reason to determine the Recreational Facilities Budget for any year, then and until such time as a budget shall have been determined as provided herein, the Recreational Facilities Budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new Recreational Facilities Budget, the same shall be deemed retroactive to the beginning of the then current budget year and each Owner shall pay the increase, if any, in the Recreational Facilities Assessments from the beginning of such year at the time such payment is due.

Section 10.5 Collection of Assessments.

10.5.1 Unless otherwise determined by the Board, each Village Association shall collect from each Owner (other than the Declarant) the Common Assessments and community/village assessments for the Master Association and Assessments (exclusive of the Recreational Facilities Assessments) for each Unit within the Village and shall promptly remit such amounts to the Community Association and the Community Association shall promptly remit the common assessments and community/village assessments for the Master Association to the Master Association. The Village Associations, on behalf of the Master Association, shall be obligated to copy and distribute budgets and notices of Master Association assessments to Members, if applicable, law requires the same to be distributed to Members. The Community Association shall provide notices of Master Association assessments and budgets to the Village Associations promptly after the Master Association provides the same to the Community Association, unless the Master Association elects to provide the same directly to the Village Association. In the event that any Owner shall fail to pay assessments levied by the Master Association and Community Association, the Master Association and Community Association shall have the right to collect such assessments directly from such Owner and shall have the lien and collection rights set forth in the applicable association documents.

10.5.2 Notwithstanding Section 10.5.1: (i) the Recreational Facilities Assessments shall be invoiced directly to each Member unless a majority of the Board elects to invoice the Villages Associations for such assessments owed by Unit Owners within the applicable Village Association; and (ii) the Board may elect to cause Common Assessments and other Assessments to be billed directly to each Member rather than the Village Associations.

Section 10.6 Special Assessments.

In addition to Common Assessments, the Community Association may levy Special Assessments applicable, to that year only, provided any such Assessment which would exceed that year's Common Assessment for such year shall require the affirmative vote of a majority of votes cast by the Members. Such Special Assessment shall be for the purpose of defraying, in whole or in part, the cost of any acquisition, construction or reconstruction, repair or replacement of an improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, or for expenses which could not reasonably have been expected.

The Community Association may also levy, without a membership vote, a Special Assessment against the Units in any Village to reimburse the Community Association for costs incurred in bringing the Village into compliance with the provisions of the Community Declaration, any amendments thereto, the Articles, the By-Laws, and the Rules and Regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Village Association and an opportunity for a hearing.

Section 10.7 Village Assessments.

In addition to the Common Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated expenses to be incurred by the Community Association for each Village on whose behalf such expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, Supplement or written agreement with the Village Association specifically authorizes the Board to assess certain costs as a Village Assessment, or the Owners of Units such Village authorize the same by a majority vote. Any Village, by a petition signed by a majority of the Owners within the Village, may request that additional services or a higher level of services be provided by the Community Association, and if the Community Association, in its sole discretion, agrees to provide such higher level of service, any additional costs shall be added to such budget. Such budget may include a reserve. Expenses incurred for the benefit of a particular Village shall be allocated equally among all Units within the Village(s) benefited thereby and shall be levied as a Village Assessment irrespective of the benefit as to any particular Unit, provided the Board may adjust Village Assessments for Units for which no Certificate of Occupancy has been granted by the applicable governmental authority. The Board shall cause a copy of such budget and notice of the amount of the benefited Village(s) at least thirty (30) days prior to the beginning of each fiscal year. Such budget and assessment shall become effective upon adoption by the Board. In addition to Village Assessments based on the budget of expenses on behalf of a Village, the Board may levy Village Assessments to cover assessments for unanticipated or budgeted expenses benefiting the Village.

In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new budget, the same shall be deemed retroactive to the beginning of the then current budget year and each affected Owner shall pay the increase, if any, in such

Village Assessment from the beginning of the year at the time the next quarterly installment is due.

Section 10.8 Benefit Assessments.

The Board of Directors of the Community Association may impose a Benefit Assessment against an Owner and the Owner's Unit for the Owner's failure to comply with this Community Declaration. In the event the Community Association or a Village Association fails to comply with this Community Declaration, the Board may levy a Benefit Assessment against Owners and their Units within the Community or Village. The amount of such Assessment shall be equal to the cost of action taken by the Master Association or the Community Association, together with a charge equal to ten percent (10%) of such amount for reimbursement of overhead and administrative expenses. Any charge for individual services rendered to an Owner, whether provided on a mandatory or optional basis, may, if not included in the Common Expense budget, be provided as a Benefit Assessment. Examples of such services may include Unit maintenance and landscaping performed by the Community Association, electronic monitoring services and associated costs such as permit codes and fees, fines and charges for false alarms. Fines are considered Benefit Assessment and may be levied after notice to the Member and an opportunity for a hearing. The costs of remedial maintenance undertaken by the Community Association to remedy deficient maintenance by the Village Association shall be assessed equally against all Units subject to Assessment within the Community or Village, as appropriate. Reasons for Benefit Assessments shall include costs and legal fees incurred or anticipated to be incurred by the Community Association related to an Owner's failure to comply with the Community Declaration.

Section 10.9 Date of Commencement of Assessments.

The obligation to pay the Assessments provided for herein shall commence as to each Unit on the date of transfer of title of such Unit by the Declarant to any Owner, including (without limitation) Builders; provided that Builders shall not be required to pay Recreational Facilities Assessments with respect to Units purchased from Declarant until such Units (developed or undeveloped) are sold to a retail purchaser.

Section 10.10 Lien for Assessments.

Upon failure to meet the obligation to pay any Assessments or Club Charges within ten (10) days of same becoming due (with no notice of delinquency being necessary) and recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments and Club Charges prior and superior to all liens placed of record after the date of the Original Declaration, except (i) all taxes, bonds, assessments, mechanics and material men's liens and other levies which by law would be superior thereto, and (ii) the lien or charge of any First Mortgage of record as of the date the lien for Assessments is recorded and made in good faith and for value by an Institutional Lender.

Section 10.11 Enforcement of Lien.

The lien of the Community Association may be enforced by suit, judgment and foreclosure in accordance with applicable law.

The Declarant and the Community Association, acting on behalf of its Members, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Declarant or the Community Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessments shall be levied on it; (iii) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have charged the property owned by the Community Association, had it not been acquired by the Community Association; and (iv) each other Unit shall be charged, in addition to its usual Assessment, its equal and pro rata share of the costs and expenses of maintaining the property owned by the Community Association, had it not been acquired by the Community Association, including, but not limited to, property taxes, water, sewer and other general maintenance expenses. Suit to recover, a money judgment for unpaid Assessments and attorney's fees shall be maintainable against the Owner personally without foreclosing or waiving the lien securing the same.

Section 10.12 Subordination of the Lien to First Mortgage.

The lien of Assessments, including interest, late charges, and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of an Institutional Mortgagee's first mortgage upon any Unit recorded prior to the recording of the lien for Assessments. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit or other property which is part of the Properties and which is subject to foreclosure of an Institutional Lender's first mortgage or is conveyed by deed in lieu of foreclosure, to an Institutional Lender holding a first mortgage, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns. Notwithstanding any term herein to the contrary, for all mortgages encumbering a Unit and recorded in the Public Records after November 17, 2011, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Unit. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provision of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. An Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title, including, but not limited to, foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time.

Section 10.13 Duties of the Board of Directors.

The Board of Directors of the Community Association shall prepare a roster of the names and addresses of all Owners which shall be kept in the office of the Community Association and shall be open to inspection by any Owner. The status of the payment of Assessments for each Owner shall not, unless otherwise required by law, be open to inspection by all Owners; only the Board, an Owner or his First Mortgagee or a settlement agent requesting an estoppel letter in furtherance of a sale of a Unit may look at the status of Assessments on the Owner's Property.

Section 10.14 Reserve Budget and Reserve Contribution.

The Board of Directors shall include in the Community Maintenance and Security Budget a reserve for the Common Areas (exclusive of the Recreational Facilities) which may, but shall not be required to, take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. A separate reserve budget shall be established for the Recreational Facilities as part of the Recreational Facilities Budget and such reserve budget shall be funded from Recreational Facilities Assessments as provided in the By-Laws. Subject to the limitations set forth in the By-Laws, the Board shall have the right, but not the obligation, to set the required reserve contribution, in an amount sufficient to permit meeting the projected needs of the Community Association, estimated by the reserve budget, with respect both to amount and timing of Assessments over the period of the budget. Subject to the limitations set forth in the By-Laws, reserve contributions for the Common Areas (exclusive of the Recreational Facilities) shall be fixed by the Board and included within and distributed with the Community Maintenance and Security Budget and Common Assessment, as provided in Section 10.3 of this Article.

DECLARANT SHALL BE UNDER NO OBLIGATION TO FUND OR PAY THE RESERVE CONTRIBUTIONS.

NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR ANY OR ALL CAPITAL REPLACEMENTS OR REPAIRS. RESERVES AVAILABLE AT TURNOVER, IF ANY, MAY NOT BE SUFFICIENT FOR NEEDED CAPITAL REPLACEMENTS OR REPAIRS.

Section 10.15 Contributions to Working Capital.

A contribution shall be made by or on behalf of the Owner (i) to the working capital of the Community Association, and (ii) subject to the limitations set forth in the By-Laws, as a Recreational Facilities Membership Contribution in amounts to be determined from time to time by the Board of Directors upon every initial and subsequent transfer of record title to a Unit (i.e., an initial sale or resale) after the date of recording of the Original Declaration except for a sale to a Builder. The capital contribution and the Recreational Facilities Membership Contribution required shall be fixed by the Board. Initially, the capital contribution shall be an amount equal to three (3) months of the Common Assessment applicable to the Unit for the year of transfer of title. The Declarant shall collect the capital contribution and the Recreational Facilities Membership Contribution upon each initial retail sale of a Unit; provided, however, the

Declarant, at its option, may waive the capital contribution and/or the Recreational Facilities Membership Contribution due or payable where any Unit is sold by Declarant to a Merchant Builder or other developer. The Community Association shall collect capital contributions due upon resale. Working capital contributions from initial retail sales by Merchant Builders shall be collected by Declarant or the Builder or other seller of the Unit, as the case may be, and paid to the Master Association. Capital contributions (initial sale and resale) shall be used to cover operating and other expenses incurred by the Community Association in the year of receipt. Recreational Facilities Membership Contributions (initial and resale) shall be used as provided in the By-Laws. The Declarant, its parent, subsidiaries, affiliates and assigns, shall be exempt from payment of the contributions required by this Section. The contributions required by this Section shall constitute an assessment against the Unit and shall be subject to the same lien rights and other rights of collection applicable to other Assessments under this Article.

Section 10.16 Exempt Property.

Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of Common Assessments, Special Assessments and Benefit Assessments:

- (i) all Common Areas;
- (ii) all Master Association common area;
- (iii) all Village Association common area;
- (iv) all property dedicated to and accepted by any governmental authority or public utility; and
- (v) the Sales Center.

Section 10.17 Foreclosure of Unit by Village Association, Master Association or Community Association.

Notwithstanding anything to the contrary in the By-Laws, this Declaration or any other recorded documentation, in the event a Village Association, the Master Association or the Community Association forecloses on a Unit or obtains title to a Unit by a deed in lieu of foreclosure (an "Association Foreclosed Unit"), then such association shall not be required to pay a Recreational Facilities Assessment with respect to such Association Foreclosed Unit during the time that such Association Foreclosed Unit is owned by the applicable association. However, upon the resale of the Association Foreclosed Unit, unless prohibited by applicable law, the purchaser of such Association Foreclosed Unit shall be required to pay (i) the applicable Recreational Facilities Membership Contribution, and (ii) all Recreational Facilities Assessments relating to the period after the closing on the sale of such Association Foreclosed Unit. Notwithstanding the foregoing, the foreclosing association shall be required to pay Recreational Facilities Assessments (exclusive of the Recreational Facilities Membership Contribution) and Club Charges if such association desires to activate any use privileges for the Membership relating to such Association Foreclosed Unit.

ARTICLE 11
OWNERSHIP IN THE COUNTRY CLUB AT MIRASOL

Section 11.1 Master Declaration.

By taking title to a Unit, each Owner becomes subject to the terms and conditions of the Master Declaration for the Master Association. Among other things, that document provides that each Owner shall acquire certain rights to use common areas within Mirasol, and each Unit shall become subject to the assessments of the Master Association, which assessments shall, unless otherwise requested by the Master Association, be collected by the Village Associations and remitted to the Community Association who shall remit the same to the Master Association. The Master Declaration provides for architectural and site plan review of all improvements within The Country Club at Mirasol, exclusive of the Recreational Facilities.

Section 11.2 Notice to the Master Association Amendments to Village Association Documents.

Copies of all amendments to any Village Documents, and any easement or conveyance affecting the common area located within a Village shall be promptly forwarded to the Master Association.

Section 11.3 Membership in Master Association.

In accordance with the provisions of the Articles of Incorporation of the Master Association, each Owner of Unit subject to the Community Association shall also be a member of the Master Association of the Master Association.

Section 11.4 Priority of the Master Association.

Except as provided herein, the Master Association Documents shall control and take precedence over the Community Association Documents and any Village Association Documents (as hereinafter defined) and the Assessment and lien rights of the Community Association (hereinafter defined) and Village Association. In the event of any inconsistency or conflict between the terms and provisions of the Master Association Documents, the Community Association Documents and any Village Association Documents, the Master Association Documents, Community Association Documents and Village Association Documents, in that order, shall control. Notwithstanding the foregoing or anything to the contrary herein or in the Master Declaration, the Community Association may, without Master Association approval, amend the Community Association Documents and adopt and/or amend the Community Maintenance and Security Budget or the Recreational Facilities Budget.

ARTICLE 12
USE RESTRICTIONS

The Properties (excluding the Sales Center) shall be used only for residential, recreational and other purposes permitted by the Master Association Documents, this Community

Declaration and applicable law (which may include, without limitation, rentals) as may more particularly be set forth in the Master Association Documents, this Community Declaration and any amendments or Supplements hereto. Any Supplemental Declaration or Village Association Documents may impose stricter standards than those contained in this Article. The Community Association, acting through its Board of Directors, shall have standing and the power to enforce standards imposed by this Community Declaration, standards contained in any Supplemental Declaration and any Village Association Documents.

The Community Association, acting through its Board of Directors, shall have the authority to make and to enforce Rules and Regulations which may include standards and restrictions governing the use of the Properties, in addition to those contained herein.

Such Rules and Regulations and use restrictions shall be binding upon all Owners, occupants and their invitees. Notwithstanding anything to the contrary herein, the Declarant shall be exempt from application of the provisions of this Article unless the same expressly applies to Declarant.

Section 12.1 Parking and Vehicular Restrictions.

Parking in the Properties shall be restricted to private automobiles and passenger-type vans, sport utility vehicles, jeeps and pick-up trucks having a capacity of no more than two (2) tons, and only within the parking areas therein designed and/or designated for such purpose. This restriction is designed to prohibit parking of "commercial vehicles" (as defined below) on Units. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion of the Properties, except in an enclosed area with the doors thereto closed at all times or in a portion of the Recreational Facilities designated for such purpose, such as by way of example and not limitation a maintenance yard within the Recreational Facilities. Vehicles parked on driveways must be operational.

Except for storage and parking in the maintenance areas included in the Recreational Facilities (as may be determined by the Board from time to time) no commercial vehicles, limousines, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or house trailer shall be permitted to be parked or to be stored at any place within the Properties. No Owner shall keep any vehicle on the Common Areas which is deemed a nuisance by the Board. For purposes of this Section, "commercial vehicles" shall mean those vehicles which are not designed and used for customary, personal/family purposes. The determination of whether a vehicle is a "commercial vehicle" is within the sole discretion of the Board of Directors and is binding on the Owner. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services nor to any vehicles of the Declarant or used by the Community Association in connection with the Recreational Facilities. No parking on lawns shall be permitted. No overnight on-street parking shall be permitted. Overnight parking of automobiles and other non-commercial trucks or vans shall only be allowed on an Owner's driveway or in an Owner's garage.

All boats, jet-skis, waverunners, personal watercraft, golf carts and other vehicles used for similar types of recreational purposes must be parked in a garage at all times when not in use. Parking of these vehicles in driveways or in the streets is not permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Community Association at the sole expense of the owner of such vehicle if such vehicle remains in violation, for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. Each Owner by acceptance of title to a Unit irrevocably grants the Community Association the right to enter a Unit and tow vehicles in violation of the Community Declaration. Neither the Community Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion, damages, or otherwise, nor guilty of any criminal act, by reason or such towing and 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. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of its proper postage. By acquisition of title to a Unit, the Owner provides to the Community Association the irrevocable right to tow vehicles parked on the Owner's Unit which are in violation of this Community Declaration.

Section 12.2 Occupants Bound.

All provisions of the Community Declaration, Articles, By-Laws and of any Rules and Regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, invitees and lessees of any Owner. Every Owner shall cause his or her occupants to comply with the Community Association Declaration, Articles, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations of same, and property damage to the Properties caused by such persons, notwithstanding the fact that such persons are fully liable and may be sanctioned for any violation of the Community Declaration, Articles, By-Laws, and Rules and Regulations adopted pursuant thereto. Each Owner may be held responsible for violations as described above and property damage resulting from the actions of any person residing on his Lot, and for all guests, licensees and invitees of the Owner. In the event these acts result in property damage to the Common Areas or Areas of Common Responsibility, or any Association property, the Owner may be assessed for same as in the case and in the manner of any other Assessment, limited to the extent that the expense of said property damage is not met by the proceeds of insurance carried by the Association, the occupant, the guest, the lessee, or licensee. For the purpose of this paragraph, invitees shall be limited to contract vendors, where a written contractual relationship exists with that vendor. Further, where any such contract vendor, occupant, guest, lessee or licensee has damaged Association property or has violated the Association documents resulting in a fine, the Association shall first seek payment of such fine and/or property damage from the contract vendor, occupant, guest, lessee or licensee, directly. If such obligation is unable to be recovered from the contract vendor, occupant, guest, lessee or licensee, or such person's applicable insurance policy, then the Association shall have the authority, though not the obligation, to seek payment directly from the Owner. This Section 12.2 applies only to property damage to the Common Areas and Areas of Common Responsibility, or

any Association property, and violations of the Community Association Documents including the Rules and Regulations.

Section 12.3 Animals and Pets.

No animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats or other usual and common household pets may be permitted on or within a Unit. All pets shall be kept under control at all times. Those pets which, in the sole discretion of the Community Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to either: (i) the Owners of other Units; (ii) the Owner of any other portion of the Properties; or (iii) persons using the Recreational Facilities, shall be removed from the Properties upon request of the Board within three (3) days of written notice. In addition, or in the alternative, where a pet has been determined, by the Board of Directors of the Community Association, to constitute a nuisance or a danger to the community, the Board of Directors of the Community Association shall further have the authority to require that such pet be muzzled when walked or otherwise kept outside of the home. Failure to comply with this Section will result in the issuance of a citation and imposition of a fine as determined by the Board of Directors, in accordance with this Community Declaration, as well as any other available legal remedy.

No pets shall be kept, bred, or maintained on any Units for commercial purposes. Household pets shall, at all times, whenever they are outside a Unit, be confined on a leash held by a responsible person, which shall comply with all applicable County leash laws. Pets shall only be permitted on those portions of the Common Areas as are so designated by the Community Association. All persons bringing a pet onto Common Areas shall be responsible for removing any solid waste of the pet. Each Owner, by acquiring title to a Unit, agrees to indemnify Declarant and the Community Association and hold them harmless against all loss or liability of any kind whatsoever arising from any pet or animal of the Owner or any resident of Owner's Unit.

Section 12.4 Hazardous Materials.

Hazardous materials shall only be stored on the Property if reasonably necessary to the maintenance of the Properties or operation of any lawfully permitted business within the Properties. All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements. Owners shall be responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous materials on their property and any contamination therefrom. If any Owner fails to properly perform his or her maintenance responsibility, the Community Association shall have the right, but not the obligation to perform the same and assess all costs incurred by the Community Association against the Unit and the Owner thereof as a Benefit Assessment. Each Owner shall indemnify and hold harmless the Declarant, its successors and assigns, and the Community Association, against any and all expenses, including attorney and paralegal fees and costs, reasonably incurred by or imposed upon the indemnified party as a result of the Owner's use or storage of hazardous materials.

Section 12.5 Trash.

No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers located in appropriate areas, if any, and in all events such containers shall not be visible from any of the Properties except for the minimum time necessary for its collection. Owners shall not leave trash out for pick-up prior to 7:00 p.m. on the night prior to pick-up and shall remove trash receptacles as soon as practicable after pick-up. No odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. No clothing or household fabrics shall be hung, dried or aired in a manner which is visible from any roadway or rear yard, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties, except within an enclosed structure appropriately screened from view erected for that purpose, if any.

Section 12.6 Vendors.

Home service vendors, such as by way of example plumbers, air conditioning and appliance repairmen, shall be permitted only during business hours and days determined from time to time by the Board.

Section 12.7 Outside Installations.

No visible antennas, aerials, satellite dishes, cable dishes, or other apparatus for the reception or transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any Unit except for Permitted Antennas (as hereinafter defined). No radio station or short-wave operations of any kind shall operate from any Unit, except for communication equipment utilized by the Master Association and the Community Association in connection with the Recreational Facilities. It is the intent of this Section that, to the maximum extent authorized by applicable law, the Community Association has the right to restrict antennas, aerials, satellite dishes, cable dishes or other similar apparatus. The term "**Permitted Antenna**" shall mean: (i) a satellite dish one meter (39 inches) or less in diameter designed to receive direct broadcast satellite service; (ii) antennas one meter or less in diameter or diagonal measurement designed to receive video programming services via multi-channel multi-point distribution, (*i.e.*, wireless cable) providers, (iii) antennas designed to receive television broadcast signals; and (iv) any equipment necessary for CATV service installed by a licensed franchise cable television provider. No outside antennas, satellite dishes, or other signal receiving dishes or equipment other than a Permitted Antenna shall be allowed. Permitted Antennas shall be subject to the following rules and regulations regarding installation and location:

- (i) No mast for a Permitted Antenna shall exceed the absolute minimum height necessary to establish line of site contact between such Permitted Antenna, once installed on the mast, and the transmitter from which it is receiving signals.

- (ii) All Permitted Antennas shall be placed in a location on the Unit that is not visible from any street if such placement would permit reception of an acceptable quality signal. If an acceptable quality signal cannot be received from such location, the Permitted Antenna shall be placed on the Unit in such location where an acceptable quality signal may be received that is the least visible from any street.
- (iii) For purposes of this paragraph, for all corner Units, both sides of the residence facing adjacent streets shall be considered the front of the residence, and the remaining two sides the rear of the residence. No Permitted Antenna may be mounted on the front of a residence or on the front one half of either side of a residence constructed on a Unit, unless an acceptable quality signal cannot be received from the rear of such residence, in which case, the Permitted Antenna may be mounted on the front half of either side of a residence or the front of the residence as necessary to obtain an acceptable quality signal, and in which case, the Permitted Antenna shall be mounted in the least visible location on the residence where an acceptable quality signal may be received.
- (iv) Permitted Antennas mounted on the side wall of a residence shall be mounted as close to the eave area as possible where an acceptable quality signal may be received.
- (v) Permitted Antennas attached to a residence, as well as all mounting brackets, shall be painted to match the color of the residence at the location of mounting.
- (vi) Permitted Antennas mounted inside an enclosed screened area, such as a pool cage or lanai, need not be screened. Any Permitted Antenna not mounted to the residence, or mounted inside an enclosed screen area, must be screened from view from contiguous Units, and Common Areas (specifically including the Recreational Facilities) to maximum extent possible without interfering with the receiving of an acceptable quality signal.
- (vii) Any Owner proposing to install a Permitted Antenna shall provide written notification of such proposed installation to the Community Association, identifying the proposed location of the installation, the height of the mast, if any, the color of the portion of the residence where the Permitted Antenna is to be located along with the color the Permitted Antenna is to be painted, if applicable, and the type of landscaping or other screening material to be used, if applicable.

Section 12.8 Subdivision of Unit and Time Sharing.

No Unit shall be submitted to any time share or vacation club form of ownership as defined in applicable Florida Statutes, or otherwise subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Community Association. The Board may permit a division in ownership of any Unit intended for a single family detached residence as shown on a Plat, but solely for the purpose of increasing the size of the adjacent Units. Declarant hereby expressly reserves the right to replat any Unit or Units owned by Declarant, without the approval of the Community Association. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

No Unit shall be made subject to any type of timeshare or vacation club program, interval ownership or similar program whereby the right to exclusive use of the Unit rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of a Unit intended for residential use by up to two (2) joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, the Declarant shall specifically be exempt from any timeshare, vacation club or interval ownership development restrictions imposed by this Community Declaration.

Section 12.9 Firearms.

The discharge of firearms within the Properties is prohibited except (i) with the prior approval of the Board of Directors, (ii) by state, federal, county, or city law enforcement officials while on duty, or (iii) by designated security officers working for the Community Association while on duty. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. This restriction shall not prohibit the discharge of firearms in connection with "shotgun" start tournaments held at the Recreational Facilities. Notwithstanding anything to the contrary contained herein or in the By-Laws, the Community Association shall not be obligated to take any action to enforce this Section; provided that the Community Association may enforce this Section 12.9 by imposing disciplinary action as described in Article XV of the By-Laws or as allowed by Florida law.

Section 12.10 Irrigation.

No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties by any Person, other than the Master Association or the Community Association, unless the irrigation system receives prior approval in accordance with the Master Declaration. In the event effluent irrigation becomes available to the Community Association and/or Owners, the Community Association and/or Owners may, in the Declarant's sole discretion, be required to connect the irrigation system on their property to the effluent source, all at the Owner's sole cost and expense. Wells are not permitted within the Properties.

Section 12.11 Garages, Carports, and Outbuildings.

For safety and security purposes, all garage doors within the Property shall be required to remain closed from sunset to sunrise except where required to be opened for necessary ingress and egress to and from the home.

No detached garages and carports shall be developed, constructed or installed on the Unit unless the architectural design of such structure is consistent with the residential unit and the structure is approved in accordance with the Master Declaration. Garages shall not be converted to living space.

Except as may be permitted by the Board of Directors, no tent, utility shed, shack, trailer, outbuilding, or other unattached structure shall be placed upon any Unit unless such structure will be used for special short term occasions.

Section 12.12 Insurance Rates.

Nothing shall be done or kept in the Common Area which will increase the rate of insurance on any property insured by the Community Association without the approval of the Board, nor shall anything be done or kept on any Unit, or the Common Areas which would result in the cancellation of insurance on any property insured by the Community Association or which would be in violation of any law.

Section 12.13 Sight Distance at Intersections.

All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 12.14 Utility Lines.

No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Properties, except for temporary lines as required during construction, lines on or adjacent to the boundaries of the Property as the same exist or may be replaced and high voltage lines if required by law or for safety purposes.

Section 12.15 Lakes and Water Bodies.

All lakes, canals, ponds and streams within the Properties, if any, shall be for aesthetic purposes only except as hereinafter provided. Subject to any NPBCID regulations, Owners may fish from the banks of those lakes, canals, ponds and streams within the Properties that are not located within the Recreational Facilities, on another Owner's Unit, or a preservation area. Owner shall not use the lakes, canals, ponds and streams for other purposes, including, without limitation, swimming, boating, playing or use of personal flotation devices. Neither the Declarant, nor the Community Association shall be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized use of lakes, canals, ponds or streams within the Properties. This Section shall not restrict the right of the Community

Association to permit use of bodies of water within the Recreational Facilities in connection with golf course play.

Section 12.16 Playground.

Any playground or other play areas or equipment furnished by the Community Association or any Village Association or erected with the Properties shall be used at the risk of the user, and neither the Community Association or any Village Association shall be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 12.17 Business Use.

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all governmental requirements; (iii) the business activity does not involve persons coming onto the residential properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Unit and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full time or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this Section. This Section shall not apply to operation of the Recreational Facilities nor to any activity conducted by the Declarant with respect to its development and sale, resale, or rental of the Properties or its use of any Units which it owns within the Properties nor to the use of any model homes for display purposes. As to this latter area, the Declarant or any purchaser of such property shall have the right to use such property for uses permitted by applicable governmental ordinances.

Section 12.18 Leasing of Units.

12.18.1 Definition. "Leasing," for purposes of this Community Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, rent or emolument.

12.18.2 Leasing Provisions. Units may be rented only as provided herein and only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the

Board of Directors. All leases shall be for a minimum term of four (4) months and shall be in writing in a form which has been approved by the Community Association. The Community Association may charge each Owner an administrative fee for reviewing and approving proposed leases. A Unit may not be leased more often than twice during any calendar year. This Section shall not apply to any dwellings or Units leased by the Declarant, its successors or assigns.

Notwithstanding the foregoing, no new tenant who leases a Unit that is governed by this Declaration shall be allowed to continue to lease that Unit or any other Unit that is governed by this Declaration after twenty-four (24) months have passed from the beginning of the original lease term. For example, if a tenant leases a Unit and the lease term commences on July 1, 2010, that tenant may only rent a Unit with The Country Club at Mirasol until June 30, 2012. After that date, said tenant will not be allowed to lease either that Unit or any other Unit within The Country Club at Mirasol for any period of time.

Any tenant who has previously been or is an existing tenant of a Unit within The Country Club at Mirasol, as of May 1, 2010, the effective date of this amendment, shall also be governed by this amendment except that any such existing or prior tenant shall only be entitled to lease that Unit or any other Unit for a maximum additional period of time of twelve (12) months after May 1, 2010, the effective date of this amendment.

The intent of this amendment is to prohibit a new tenant or an existing/previous tenant from leasing property with The Country Club at Mirasol for more than twenty-four (24) months or twelve (12) months, respectively. Any such tenant, upon the expiration of the applicable time frame, shall either be required to move out of The Country Club at Mirasol or to purchase property within The Country Club at Mirasol. The Association shall not approve of any lease where the expiration of the lease term is later than the end of the above referenced twelve (12) or twenty-four (24) month periods.

For purposes of this Section, the term "tenant" shall refer to any tenant or lessee either in their individual capacity, or on behalf of a corporation, partnership, trust or other entity, and shall include all members of a particular family or household. For example, if either a husband or a wife lease a Unit within The Country Club at Mirasol, neither the husband nor wife shall be entitled to lease a Unit within the property after the expiration of the above referenced twelve (12) or twenty-four (24) month periods.

12.18.3 Upon the Owner receiving an offer to lease his Unit ("**Offering Date**"), the Owner shall submit a request for approval of the proposed tenant(s) and submit a copy of the proposed lease within five (5) days of the Offering Date to the Board of Directors. The Board of Directors has thirty (30) days thereafter to review the request and the proposed lease ("**Approval Period**"). Within the Approval Period, the Board of Directors, in its sole and exclusive discretion, may either: (i) approve the request and proposed lease; (ii) disapprove the request and proposed lease; or (iii) lease the Unit from the Owner under the same terms and conditions as the proposed lease. In the event that the Board of Directors does not approve or disapprove the proposed lease or lease the Unit, the proposed lease shall be deemed approved and the request granted. Upon the expiration of a previously approved lease, and in the event the Owner desires to renew, amend, or continue the previously approved lease, the Owner must

submit a copy of the renewed, amended or continued lease to the Board of Directors and submit a request for approval as provided herein. Any lease that has not been approved by the Board of Directors according to the terms hereof shall be void, and the Board of Directors and Community Association have the right to evict the tenant(s) of the non-approved lease as if the Board of Directors and Community Association were the landlord under the non-approved lease. In the event that the Board of Directors or Community Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Board of Directors and Community Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as a Benefit Assessment and shall be a lien upon the Owner's Unit.

12.18.4 No Unit that is the subject of any unpaid Assessments, Club Charges or Recreational Facilities Assessments shall be permitted to be leased, and no Owner who is delinquent in the payment of Assessments, Club Charges, or Recreational Facilities Assessments may lease his Unit. In the event that an Owner of a Unit that has been leased becomes delinquent in the payment of any Assessments, Club Charges or Recreational Facilities Assessments as provided herein or the Owner's Unit becomes the subject of unpaid Assessments, Club Charges or Recreational Facilities Assessments, such Owner's lease shall be void and the Board of Directors and Community Association have the right to evict the tenant(s) of such lease as if the Board of Directors and Community Association were the landlord under such lease. In the event that the Board of Directors or Community Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Board of Directors and Community Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as an Benefit Assessment and shall be a lien upon the Owner's Unit.

In addition, the Association shall have the authority to require that all tenants and Owners execute a lease addendum, in a form as approved by the Board of Directors from time to time, which shall require that, where any Owner becomes delinquent in the payment of any Assessments due to the Association, or any Club Charges that are otherwise due, the rent being, paid by tenant to Owner may be collected by the Association directly until such time as the delinquent assessment(s) or charges are paid in full.

12.18.5 In the event that any tenant(s) of any Unit is in violation of any provision contained in the Community Association Documents, the Master Association Documents, the Village Association Documents, laws or ordinances, the Board of Directors and Community Association have the right to evict the tenant(s) as if the Board of Directors and Community Association were the landlord under such lease and levy a Benefit Assessment against the Owner and Unit. In the event that the Board of Directors or Community Association initiates eviction proceedings, the Owner of the Unit that is the subject of the eviction proceedings shall be liable to the Board of Directors and Community Association for all attorney's fees and costs related to such eviction proceedings, and any unpaid attorney's fees and costs shall be levied against the Owner and Unit as a Benefit Assessment and shall be a lien upon the Owner's Unit.

Section 12.19 Septic Tanks.

Septic tanks are not permitted on any portion of the Property, except for gate houses, sales centers, temporary clubhouses, model homes, maintenance facilities, golf course rest stations, construction offices, changing and bathing facilities at the swimming pool and other facilities provided by the Declarant or Builders on a temporary basis, if approved in accordance with the Master Declaration, and if permitted by law.

Section 12.20 Private Golf Carts.

Private golf carts may be used within the Properties only by those Members who are permitted to do so by the Community Association's By-Laws or Rules and Regulations. The use of private golf carts on streets is prohibited. Use of golf carts shall be restricted to licensed drivers who have signed a trail fee agreement with the Former Club (until December 31, 2013) or the Community Association. The Rules and Regulations concerning private golf carts prohibit customized golf carts. All use of privately owned golf carts in the Properties must be in accordance with the provisions of the Rules and Regulations pertaining to private golf carts, as those provisions may be amended from time to time. Those provisions may include limitations on the categories of Members who are allowed to use private golf carts, a requirement that all golf carts must be a standard color, style and appearance approved by the Community Association maintenance standards, insurance requirements and other regulations determined by the Community Association from time to time, in its sole discretion. Liability insurance required to be maintained by such golf cart users shall name the Community Association and each Village Association as additional insureds.

Section 12.21 Golf Cart Paths.

No persons shall be permitted to bike, roller skate, jog, walk or make similar use of the golf cart paths or any other portion of the golf course unless the prior approval of the Community Association has been obtained.

Section 12.22 Recreational Facilities Nuisance.

No Person shall engage in any activity whatsoever which shall interfere with any player's performance during use of the Recreational Facilities. Further, no obnoxious, unpleasant, unsightly or offensive activity shall be carried on, which shall interfere with the golf play. Declarant shall have, in its sole discretion, the absolute right to temporarily suspend as a distraction any and all construction activity on the Property during golf tournaments. Declarant shall provide all Owners and Builders so affected with reasonable prior written notice of such golf tournaments and the dates the construction must be suspended, and such dates shall be of a reasonable duration. Declarant shall have no liability for any additional construction costs incurred by Owners, Builders or their contractors during such temporary suspension of construction.

Section 12.23 On-Site Fuel Storage.

No on-site storage of gasoline or other fuels shall be permitted on any Unit except that up to five (5) gallons of fuel may be stored on each Unit for emergency purposes and operation of gas grills, lawn mowers and similar tools or equipment.

Section 12.24 Play Equipment, Etc.

All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Unit. No such items shall be allowed to remain on the Common Area or on Units so as to be visible from adjacent property when not in use.

Section 12.25 Rules and Regulations.

The Community Association, through the Board, shall have the right to promulgate and impose Rules and Regulations of the Community Association and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of all or a portion of the Property, the Common Areas, and any improvements located thereon including, but not limited to, establishing hours and manner of operation of Common Areas.

**ARTICLE 13
VILLAGES**

Section 13.1 General.

Each Unit shall be located in a Village. The Declarant has reserved the right to establish Villages and the right to designate, without the approval of the Community Association, which Units shall comprise a particular Village. Each Village may be a separately developed and denominated residential area comprised of one or more housing types whether or not such Units are located in close proximity to each other in which Owners may have certain common interests. For example, and by way of illustration and not of limitation, a Village may have a common driveway providing access to residences in a Village.

The Units within a particular Village shall be subject to additional covenants and the Unit Owners shall all be members of a Village Association in addition to the Community Association and Master Association unless otherwise provided in a Supplemental Declaration regarding such Village.

Section 13.2 Community Association's Ability to Enforce Village Association Documents.

In order to ensure compliance with the Community Association Documents, the Community Association shall have the right and power to enforce all rules and regulations promulgated by any Village Association, together with the terms and provisions of any Village Association Documents.

Section 13.3 Other Powers of the Community Association with Respect to Villages.

The Community Association shall have the power to veto any action taken or contemplated to be taken by any Village Association which the Board reasonably determines to be adverse to the interests of the Community Association or its Members or inconsistent with the Community Association Documents. The Community Association shall also have the power to require specific action to be taken by any Village Association in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties.

13.3.1 **Compliance.** Any action required by the Community Association in a written notice pursuant to the foregoing paragraph to be taken by a Village Association shall be taken within the time frame set by the Community Association in such written notice, which time frame shall be reasonable. If the Village Association fails to comply with the requirements set forth in such written notice, the Community Association shall have the right, but not the obligation, to effect such action on behalf of the Village Association. To cover the Community Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Community Association, the Community Association shall assess the Units in such Village for their pro rata share of any expenses incurred by the Community Association in taking such action, together with an administrative surcharge of ten percent (10%) of such amount. Such assessments may be collected as a Special or Benefit Assessment hereunder and shall be subject to all lien rights provided for herein.

13.3.2 **Assessments.** The Community Association shall have the right, in addition to any other Assessment rights of the Community Association, to specifically assess the Owners and their Units within a Village and such Village Association for expenses specifically incurred by the Community Association for such Village.

13.3.3 **Entry Rights.** The Community Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property administered by a Village Association to carry out the provisions hereunder, the applicable Supplemental Declaration, or the provisions of Village Association Documents not enforced by the Village Association and the same shall not constitute a trespass.

13.3.4 **Delegation.** The Community Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Village Association any obligation of maintenance or repair created under this Community Declaration or by delegation from Declarant. If a Village Association does not accept or undertake such rights and obligations in a manner consistent with the standards established by the Community Association, then the Community Association shall have the right, but not the obligation, by its sole act, to terminate such assignment, and again fulfill such rights and obligations.

13.3.5 **Right to Maintain Village Property.** The Community Association shall have the right, but not the obligation, to maintain the common areas of a

Village Association, including in particular, all landscaping within the Village, and may assess the cost of such maintenance as a Special or Benefit Assessment.

13.3.6 **Priority.** When a Supplemental Declaration or Village Association Documents pertaining to any Village is in conflict with this Community Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations or any documents of the Community Association, this Community Declaration and the other documents of the Community Association shall prevail.

Section 13.4 **No Liability.**

Declarant, the Master Association, the Community Association and their directors, officers, agents, employees and affiliates shall have no liability or responsibility whatsoever to any Person concerning any matters pertaining to any Village Association.

**ARTICLE 14
RECREATIONAL FACILITIES**

Section 14.1 **General.**

The Recreational Facilities are Common Area owned and operated by the Community Association and administered according to this Community Declaration, the By-Laws and the Rules and Regulations adopted by the Community Association from time to time. Every Owner of a Unit, whether an initial purchaser, resale purchaser or anyone acquiring title from the initial purchaser or resale purchaser, is required to acquire and maintain a Recreational Facilities Certificate and shall have such rights and obligations relative to the category of Membership acquired as are set forth in the By-Laws, as the same may be amended from time to time.

By acquisition of title to a Unit, each Owner acknowledges and agrees that acquisition of a membership in the Community Association creates the privilege to use the Recreation Facilities per the By-Laws and therefore requires the initial payment of a "**Recreational Facilities Membership Contribution**", and the ongoing payment of other Recreational Facilities Assessments and other fees, assessments and charges related solely to the Recreational Facilities. These amounts shall be determined by the Community Association as set forth herein and in the By-Laws. Payment of these amounts may, but shall not be required to, be subject to a recorded covenant securing a lien on the Owner's Unit if payment is not made in accordance with this Community Declaration and the By-Laws.

Section 14.2 **Assumption of Risk and Indemnification.**

EACH OWNER BY ITS PURCHASE OF A UNIT IN THE VICINITY OF THE RECREATIONAL FACILITIES HEREBY EXPRESSLY ASSUMES THE RISK OF NOISE, PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY MAINTENANCE AND OPERATION OF THE RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION: (I) NOISE FROM MAINTENANCE EQUIPMENT AND IT BEING SPECIFICALLY UNDERSTOOD THAT SUCH MAINTENANCE TYPICALLY TAKES

PLACE AROUND SUNRISE OR SUNSET; (II) NOISE CAUSED BY GOLFERS; (III) USE OF PESTICIDES, HERBICIDES, FERTILIZERS AND EFFLUENT IRRIGATION; (IV) VIEW RESTRICTIONS CAUSED BY MATURATION OF TREES AND SHRUBBERY OR REDESIGN OF THE GOLF COURSE; (V) REDUCTION IN PRIVACY CAUSED BY CONSTANT GOLF TRAFFIC ON THE GOLF COURSE, RELOCATION OF GOLF CART PATHS OR THE REMOVAL OR PRUNING OF SHRUBBERY OR TREES ON THE GOLF COURSE; AND (VI) DESIGN OF THE GOLF COURSE AND AGREES THAT NEITHER THE DECLARANT, COMMUNITY ASSOCIATION, MASTER ASSOCIATION, NOR ANY OF THEIR AFFILIATES OR AGENTS NOR ANY OTHER ENTITY OPERATING OR MANAGING THE RECREATIONAL FACILITIES SHALL BE LIABLE TO AN OWNER OR ANY OTHER PERSON CLAIMING ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM PERSONAL INJURY, DESTRUCTION OF PROPERTY, TRESPASS, LOSS OF ENJOYMENT OR ANY OTHER ALLEGED WRONG OR ENTITLEMENT TO REMEDY BASED UPON, DUE TO, ARISING FROM OR OTHERWISE RELATED TO THE PROXIMITY OF AN OWNER'S UNIT TO THE RECREATIONAL FACILITIES, INCLUDING, WITHOUT LIMITATION, ANY CLAIM ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE DECLARANT, COMMUNITY ASSOCIATION, MASTER ASSOCIATION OR ANY OTHER ENTITY OPERATING OR MANAGING THE RECREATIONAL FACILITIES. THE OWNER HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DECLARANT, COMMUNITY ASSOCIATION, MASTER ASSOCIATION AND ANY OTHER ENTITY OPERATING OR MANAGING THE RECREATIONAL FACILITIES AGAINST ANY AND ALL CLAIMS BY OWNERS, VISITORS, TENANTS AND OTHERS UPON SUCH OWNER'S UNIT.

Section 14.3 Easement for Golf Balls.

Every Unit is burdened with an easement permitting golf balls hit from the golf course to unintentionally come upon the Unit and for golfers at reasonable times and in a reasonable manner to come upon the exterior portions of the Unit to retrieve errant golf balls; provided, however, if the Unit is fenced or walled, the golfer shall seek the Owner's or occupant's permission before entry. All Owners, by acceptance and delivery of a deed to a Unit, assume all risks associated with errant golf balls, and all Owners agree and covenant not to make any claim or institute any action whatsoever against the Declarant, the Community Association, the golf course designer or any Builder arising or resulting from any errant golf balls, any damages that may be caused thereby, or for negligent design of the golf course or siting of the Unit.

Section 14.4 Use of Lakes and Waterways.

The lakes ponds, canals waterways and drainage system ("Water Management Areas") for The Country Club at Mirasol shall not be owned and operated by the Community Association. Notwithstanding the ownership of such water areas, the Community Association shall at all times have the right, subject to obtaining all required governmental permits, to use and divert the water in all lakes, ponds, canals and waterways located in the Properties for the purposes of irrigation, watering and maintenance of the golf courses and related facilities

comprising part of the Recreational Facilities, subject to applicable laws, regulations and permit requirements governing water use.

The Community Association shall obtain a license to use, maintain, replace, upgrade and improve bridges, cart paths, retaining walls, bulkheads, irrigation equipment, and landscaping located within the Water Management Areas. Further, the Community Association shall obtain the following privileges relating to the operation of the Recreational Facilities: (i) the right to have golf balls fly over, land on and in the Water Management Areas; (ii) the right of golfers to retrieve by rake or golf ball retriever golf balls from the lakes and canals located within Water Management Areas at the sole risk of the golfer; (iii) the right of Declarant, at its sole risk to retrieve golf balls within lakes and canals located within the Water Management Areas not retrieved by golfers by raking the golf balls from the bottom of the lake or by scuba divers, provided divers shall be prohibited in diving in lakes which are utilized for storing of effluent irrigation water unless otherwise permitted by all governmental bodies and agencies regulating use of effluent irrigation water and the lakes such water is stored in; and (iv) the right to utilize the Water Management Areas for irrigation water withdrawal subject to obtaining and complying with all applicable requirements of governmental and quasi-governmental authorities having jurisdiction over the Water Management Areas and the Recreational Facilities.

Such right of use shall extend to the employees, agents and invitees of the parties hereto.

In the event there are insufficient water levels to provide the necessary irrigation needs of the Recreational Facilities and other areas of the Properties, subject to applicable governmental permits and requirements, the Recreational Facilities shall have first priority for irrigation.

ARTICLE 15 GENERAL PROVISIONS

Section 15.1 Term.

The covenants and restrictions of this Community Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Declarant, the Community Association or the Owner of any Properties subject to this Community Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from February 21, 2001, which is the date the Original Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Community Declaration shall be modified or terminated as specified therein. Notwithstanding the forgoing, any terms, provisions, covenants, restrictions or prohibitions contained herein which relate to, pertain to or affect any environmentally sensitive areas of the Properties or any portion of the Properties which is subject to the rules, ordinances or regulations of the Federal Government, the State of Florida, Palm Beach County, the City of Palm Beach Gardens or any agency or body of the foregoing shall be applicable to the Properties in perpetuity unless the waiver of same shall have been obtained from the appropriate party or

unless the rule, ordinance or regulation shall have been abrogated or repealed by the appropriate party.

Section 15.2 Amendment.

The Declarant or the Board of Directors may unilaterally amend this Community Declaration at any time and from time to time if such amendment is (i) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule, requirement or regulation, or judicial determination, (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on Units, (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Community Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on Units, (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units, or (v) correct any stenographic, scrivener's or surveyor's error or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. After the Turnover Date (which has already occurred prior to recording this Community Declaration), and until the Declarant no longer owns any Units within the Properties, Declarant may amend (or require the Board of Directors to amend) this Community Declaration in its sole and absolute discretion for any other purpose, provided that the amendment has no material adverse effect upon the rights of any Members. Any Declarant initiated amendment, except as described above, which has a materially adverse effect on the Owners of Units shall require the affirmative vote (in person or by alternate) of at least sixty-seven percent (67%) of the total votes eligible to be cast by Members of the Community Association. Any non-Declarant initiated amendment, shall require: (a)(i) the affirmative vote of a majority of the members of the Board of Directors, or (ii) a petition seeking such change signed by Members representing not less than ten percent (10%) of all Memberships; and (b) an affirmative vote of a majority of the total votes eligible to be cast by the Members of the Community Association at an annual or special meeting of the Members where a quorum of Memberships is present in person and/or by proxy. So long as the Declarant owns one (1) or more Units within the Properties, the Declarant's consent must be obtained for any amendment to the Community Declaration. Notwithstanding anything to the contrary contained in this Section, (i) Member votes on any amendments regarding Recreational Facilities Matters shall be conducted in the manner described in the By-Laws, and (ii) the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records of Palm Beach County, Florida.

If an Owner consents to any amendment to this Community Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or the assignee of such right or privilege.

Notwithstanding anything to the contrary set forth in this Section 15.2, no amendment shall be effective without the written joinder and consent of the Declarant to the amendment so long as the Declarant owns one or more Units within the Property.

At such time as Declarant no longer owns any Units within the Properties, the Board of Directors may amend this Community Declaration to reflect the removal of the Declarant's amendment and/or approval rights hereunder and such amendment shall not require the approval of Declarant or the Members.

Section 15.3 Indemnification.

The Community Association shall indemnify and hold harmless every officer and director against any and all expenses, including counsel and paralegal fees, reasonably incurred by or imposed upon such officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Community Association (except to the extent that such officers or directors may also be Members of the Community Association), and the Community Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director may be entitled. The Community Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 15.4 Disclaimer of Association Liability.

AS USED IN THIS ARTICLE, "ASSOCIATIONS" SHALL MEAN THE MASTER ASSOCIATION, THE COMMUNITY ASSOCIATION, ALL VILLAGE ASSOCIATIONS HAVING JURISDICTION OVER PORTIONS OF MIRASOL, AND ALL COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATIONS OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATIONS DOCUMENTS"), THE ASSOCIATIONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, MEMBER, OCCUPANT OR USER OF ANY PORTION OF MIRASOL, OR THEIR GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR

SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATIONS DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATIONS AND WHICH GOVERN OR REGULATE THE USES OF MIRASOL, HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF MIRASOL AND THE VALUE THEREOF; AND

(b) THE ASSOCIATIONS ARE NOT EMPOWERED, AND HAVE NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR INSURES COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA, PALM BEACH COUNTY OR THE CITY OF PALM BEACH GARDENS OR THE PREVENTION OF TORTIOUS ACTIVITIES.

EACH MEMBER (BY VIRTUE OF HIS OR HER ACQUISITION OF A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF MIRASOL (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST WHICH THE LIABILITY OF THE ASSOCIATIONS HAS BEEN DISCLAIMED IN THIS ARTICLE. EACH MEMBER DOES HEREBY RELEASE DECLARANT AND THE ASSOCIATIONS FROM ALL LIABILITY FROM INJURY AND/OR ACCIDENTAL DEATH DUE TO ADVERSE WEATHER AND ALL EFFECTS AND RESULTS THEREOF.

Section 15.5 Severability.

If any part of this Community Declaration or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, the provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

Section 15.6 Right of Entry.

The Community Association shall have the right, but not the obligation, to enter into any Unit for emergency and safety reasons, to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with this Community Declaration, the By-Laws and the Rules and Regulations, which right may be exercised by the Community Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include, but not be limited to, the right of the Community Association to enter a Unit to cure any condition which may increase the

possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after request by the Board.

Section 15.7 Litigation.

No judicial or administrative proceeding shall be commenced or prosecuted by the Community Association unless approved by a vote of the Members and all Assessments related to the proceeding have been collected as hereinafter provided. The Community Association shall prepare a budget of the total estimated cost of the litigation which shall be submitted to the Members for a vote along with the notice of the proposed litigation. The budget shall be based upon an estimate of the total cost of the litigation made by the attorney being retained by the Community Association for the litigation. The Community Association shall assess all Owners (other than the Declarant) by Special Assessment for the total estimated costs and fees of the proposed litigation and no funds from Common Assessments or capital contributions may be used for such purpose. The proposed litigation, the budget and the assessment for the litigation must be approved by a vote of the Members entitled to cast at least seventy-five percent (75%) of the total votes of the Community Association. This Section shall not apply, however, to (i) actions brought by the Community Association against Owners who fail to comply with the provisions of this Community Declaration (including, without limitation, the foreclosure of liens), (ii) the imposition and collection of Assessments as provided herein, (iii) proceedings involving challenges to ad valorem taxation, or (iv) counterclaims brought by the Community Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above. Any amendment of this Section shall also require the approval of the Declarant in writing so long as the Declarant owns one or more Units within the Property.

Section 15.8 Compliance.

Every Owner and occupant of any Unit and other users of the Recreational Facilities, their guests and invitees, shall comply with all lawful provisions of this Community Declaration, the By-Laws and Rules and Regulations of the Community Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Declarant, the Community Association or, in a proper case, by the Owner of any aggrieved Property. In addition, the Association shall have the authority to levy fines and to suspend Common Area use rights and voting rights in accordance with the provisions of Section 720.305, Fla. Stat., as same may be amended from time to time.

Section 15.9 Independent Builders.

The Properties are a master planned community being developed by the Declarant. The individual buildings constructed within the Properties may be constructed by the Declarant, Builders or others who are independent contractors who purchase unimproved Units from the Declarant. If a building is constructed by a person or entity other than the Declarant, the Declarant shall have no liability whatsoever for the selection of the builder or for such builder's

activities, whether direct or indirect, including, without limitation, marketing or construction of the building or actions of any principal, officer, trustee, partner, agent or subcontractor.

Section 15.10 Notice of Transfer of Unit.

In the event that any Owner (other than the Declarant) desires to sell or otherwise transfer title of his or her Unit, such Owner shall give or cause to be given to the Community Association (i) a Membership Application (as defined in the By-Laws) at least seven (7) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place and (ii) such other information as the Board of Directors may reasonably require. Until such written notice is received by the Board of Directors and the capital contributions and the Recreational Facilities Membership Contribution required by Article 10 hereof is paid in full, the transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner of the Unit, including payment of all Assessments, notwithstanding the transfer of title to the Unit.

Section 15.11 Dissolution of Community Association.

The Community Association shall not be dissolved nor shall it dispose of any real property contained within the Common Area, by sale or otherwise (except to an entity organized for the purpose of owning and maintaining such Common Areas), without the prior approval of all Owners, their mortgagees and any governmental agencies having jurisdiction over the Properties.

Section 15.12 Recognition by Owners of Declarant's Rights to Develop and Construct Improvements on the Properties.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of The Country Club at Mirasol may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Properties and each portion thereof may be temporarily interfered with by the development and construction work occurring on those portions of the Properties owned by the Declarant or its successors and assigns. Each Owner, on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Properties. Each Owner on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of the Properties may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner or such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant and its successors in interest and others involved from all claims that they may have in connection therewith.

Section 15.13 Declarant's Successors and Assigns.

As used in this Community Declaration, the words "successors or assigns" of Declarant do not include purchasers of Units unless specifically designated as such in a Supplemental Declaration or assignment recorded in the Public Records of Palm Beach County, Florida.

**ARTICLE 16
MORTGAGEE PROVISIONS**

The following provisions are for the benefit of First Mortgagees holding Mortgages on Units. The provisions of this Article apply to both this Community Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 16.1 Notice to Mortgagee.

A First Mortgagee who provides written request to the Community Association (such request to state the name and address of such mortgage holder, insurer, or guarantor and the Unit address), will be entitled to timely written notice of:

16.1.1 Any condemnation loss or any casualty loss which affects a material portion of the Properties;

16.1.2 Any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the mortgage of such First Mortgagee, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any First Mortgagee, upon request, is entitled to written notice from the Community Association of any default in the performance by such Owner of any obligation under the Community Declaration or By-Laws of the Community Association which is not cured within sixty (60) days;

16.1.3 Any lapse, cancellation, or material modification of any insurance policy maintained by the Community Association; or

16.1.4 Any proposed action which would require the consent of a specified percentage of eligible Owners.

Section 16.2 Taxes.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Community Association policy, and First Mortgagees making such payments shall be entitled to immediate reimbursement from the Community Association.

Section 16.3 No Priority.

No provision of this Community Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the First Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 16.4 Notice to Community Association.

Upon request, each Owner shall be obligated to furnish to the Community Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

Section 16.5 Applicability of this Article.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Community Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

Section 16.6 Failure of Mortgagee to Respond.

Any Institutional Lender who received a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Community Association does not receive a written response from the Institutional Lender within thirty (30) days of the date of the Community Association's request.

Section 16.7 Management Agreement Limitations.

Notwithstanding anything contained herein which might otherwise be construed to the contrary, any agreement for professional management of the Community Association entered into prior to the Turnover Date which shall continue after the Turnover Date, or any other agreement providing for services by the Declarant to the Community Association after the Turnover Date, must provide for termination by either party without cause and without payment of a termination fee on thirty (30) or fewer days written notice.

**ARTICLE 17
DECLARANT'S RIGHTS**

Section 17.1 Declarant.

The Declarant and its successors or assigns will undertake the work of constructing buildings, dwellings and improvements related thereto. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of Mirasol as a community. As used in this Section 17.1 and its subparagraphs, the words "its successor or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and Mirasol established as a fully occupied community as rapidly as possible, no Owner, Community Association, Village Association or the Master Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the

foregoing, nothing in this Community Declaration or the Articles or By-Laws shall be understood or construed to:

17.1.1 Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of said work, including, without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Properties may be modified by the Declarant at any time and from time to time, without notice); or

17.1.2 Prevent the Declarant, its successors or assigns or its or their contractors, subcontractors or representatives from erecting, constructing and maintaining on any property owned or controlled by the Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing Mirasol as a community and disposing of the same by sale, lease or otherwise; or

17.1.3 Prevent the Declarant, its successors or assigns or its or their contractors or subcontractors, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements on the Properties and of disposing of Units therein by sale, lease or otherwise; or

17.1.4 Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of Mirasol.

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that and is in a written instrument signed by the Declarant and duly recorded in the Public Records.

Notwithstanding anything contained herein, provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Public Records.

The Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas so long as the Declarant owns any property described on Exhibit "A" hereof primarily for development and/or resale; provided, no such easement shall adversely interfere in a material manner with the use of the Common Area by the Members.

Notwithstanding any provisions contained in the Master Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area and Units owned by Declarant such facilities and activities as, in the sole opinion of Declarant, may be reasonably

required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model Units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use any Unit owned by the Declarant and any clubhouse or activity center which may be owned by the Master Association, as models, or information or sales offices.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 17.2 Future Easements and Modifications.

Declarant reserves the right to grant, modify or enter into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights of way, to modify the boundary lines and to plat or replat portions of the Property for development of The Country Club at Mirasol. The Community Association, any Village Association, each Owner and each Builder agree to execute and deliver any and all easements, deeds, agreements, documents, plats and instruments which are necessary or desirable to accomplish the same. Each Owner, the Community Association and each Village Association hereby unconditionally and irrevocably appoint the Declarant as their true and lawful attorney-in-fact, coupled with an interest, for the purpose of: (i) granting, modifying, or entering into easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights-of-way, which Declarant determines to be necessary or desirable for the development of the Properties, (ii) complying with any of the platting or zoning requirements affecting the Properties, (iii) obtaining all necessary zoning and regulatory approvals and permits required to operate the Sales Center as a real estate sales and resale office or for other commercial purposes as provided in Article 20 hereof, and (iv) taking such Other action as Declarant may deem necessary and appropriate to develop The Country Club at Mirasol, said power to be effective as of the date hereof, giving and granting unto Declarant full power and authority to do and perform all and every act and thing whatsoever requisite and necessary in furtherance of the foregoing as fully, to all intents and purposes, as such Owner, the Community Association or the Village Association might or could do if personally present, with full power of substitution and revocation, hereby ratifying and confirming all that Declarant or its substitute shall lawfully do or cause to be done by virtue hereof.

Section 17.3 Amendment.

This Article may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Article shall terminate upon the earlier of (i) thirty (30) years from the date this Community Declaration is recorded, or (ii) upon recording by Declarant of a written statement that all sales activity has ceased.

Section 17.4 Power of Attorney.

Each Owner hereby unconditionally and irrevocably appoints the Community Association and the Declarant as its true and lawful attorney-in-fact, coupled with an interest, to execute any and all documents and take any and all actions necessary or desirable to fulfill the purposes and intentions of this Community Declaration.

**ARTICLE 18
EASEMENTS**

Section 18.1 Emergency and Service Easement.

A general easement is hereby granted to all police, sheriff, security, fire protection, ambulance, and all other similar emergency agencies or persons and to all trash collection and school transportation personnel to enter upon all streets and property in The Country Club at Mirasol in the proper performance of their duties.

Section 18.2 Maintenance Easement.

An easement is hereby reserved to the Declarant, and granted to the Community Association and Master Association, and any trustee or manager, and their respective officers, agents, employees, and assigns upon, across, over, in and under the Properties and a right to make such use of the Properties as may be necessary or appropriate to make emergency repairs or to perform the duties and functions which the Community Association or Master Association is obligated or permitted, to perform, including the right to enter upon any Unit for the purpose of performing maintenance to the landscaping or the exterior of such Units as required by this Community Declaration, the Master Association, the By-Laws, the Articles of Incorporation, and the Rules and Regulations. The Community Association and Master Association shall not unreasonably interfere with the rights of the Owners in the use of this easement.

Section 18.3 Easements on Plats.

All easements for utility purposes, drainage purposes, and any other purposes depicted or described on any Plats of any portions of the Properties recorded in the Public Records of Palm Beach County, Florida are hereby granted to Declarant, the Community Association, and any other parties named or described on the recorded Plats, to be used for their intended purposes. All such easements shall be non-exclusive unless otherwise set forth on the recorded Plat or Plats.

Section 18.4 Declarant's Rights Incident to Construction.

Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under, and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the Properties; provided, however, that no such rights shall be exercised by Declarant in such a way as to unreasonably interfere with the occupancy, use, enjoyment, or access to a Unit by any Owner or such Owner's family, tenants, employees, guests, or invitees.

Section 18.5 Easements Deemed Created.

All conveyances of property within the Properties, including Private Property, hereafter made, whether by the Declarant or otherwise, shall be construed to grant and reserve the rights, powers and easements contained in this Article, even though no specific reference to such rights, powers and easements or to this Article appears in the instrument for such conveyance.

Section 18.6 Lot Easement.

An easement up to three feet (3') in width shall exist on the side boundaries of each Lot which rear Lot line abuts a preserve or conservation area ("**Granting Lot**"), which easement is solely to permit access to the rear of the Home on the immediately adjacent Lot ("**Benefited Lot**"), for construction of improvements to the Benefited Lot and repairs to the Benefited Lot. Such easement shall be subject to the following restrictions and requirements:

(a) Such easement shall be used only to the extent access over the Benefited Lot is not possible, given permanent structural improvements existing on the Benefited Lot and access is not otherwise available.

(b) To the extent any structures or improvements, other than a fence, landscaping, hardscaping and irrigation, are located within the three foot (3') easement area of the Granting Lot, use of the easement shall not interfere with such structures or improvements.

(c) Approval of the ARC shall be obtained for the improvements as required by Article 13 of the Master Declaration.

(d) The use of the easement shall be limited to normal business days and normal business hours, as determined by the ARC. The maximum period of use of the easement shall be reasonably determined by the ARC based upon the nature of the improvements being constructed or repaired, with the extension of such period being subject to the discretion of the ARC. A schedule indicating estimated start and completion dates for improvements being constructed, as updated no less frequently than monthly, shall be provided to the ARC and the Granting Lot Owner, upon request. Failure to complete the use of the easement within the period determined by the ARC may result in monetary damages being assessed against the Benefited Lot Owner by the ARC.

(e) Damage to the Granting Lot shall be minimized to the extent commercially reasonable, and reasonable measures designed to prevent (i) damage to the Granting Lot and the improvements thereon, and (ii) disturbance to the Granting Lot Owner, shall be implemented by the Benefited Lot Owner.

(f) Landscaping, hardscaping, irrigation and fencing removed or damaged during use of the easement shall, at the cost of the Benefited Lot Owner, be replaced or repaired with the kind and size materials to a condition equal to or exceeding that in existence immediately prior to use of the easement, subject to the approval of the ARC. Such repair and replacement shall occur no later than ten (10) days after the date the improvements or repairs are completed.

Temporary fencing designed to secure the Granting Lot Owner's property may be required by the ARC.

(g) The Community Association may require the Benefited Lot Owner to post a cash security deposit with the Community Association for the benefit of the Community Association and the Granting Lot Owner. The amount of the security shall be determined by the Community Association, and said security deposit may, at the discretion of the Community Association, be utilized by the Community Association or released to the Granting Lot Owner to repair damage to the Granting Lot, for failure to vacate the easement within the required time period, and improvements thereto not repaired timely by the Benefiting Lot Owner.

(h) The Benefited Lot Owner shall maintain, or cause the contractor utilizing the easement to maintain, liability insurance in an amount and with a company acceptable to the ARC, which insurance shall name the Master Association and the Granting Lot Owner as additional insureds.

ARTICLE 19 ELECTRONIC MONITORING SYSTEMS

Section 19.1 Ownership and Use.

Declarant reserves and retains to itself, its successors and assigns:

19.1.1 The title to any electronic monitoring system which Declarant installs or causes to be installed within The Country Club at Mirasol, together with a perpetual easement for the placement and location thereof, including, without limitation, conduits, wires, amplifiers, towers, antennae and related apparatus and equipment;

19.1.2 A perpetual easement for ingress and egress to service, maintain, install, repair and replace the aforesaid apparatus and equipment;

19.1.3 The right to connect the electronic monitoring system to such receiving sources as Declarant may in its sole discretion deem appropriate, including, without limitation, companies licensed to provide electronic monitoring service in Palm Beach County, Florida;

19.1.4 The Community Association currently has an exclusive agreement with a security system provider, a copy of which is available for inspection upon request. The Community Association recognizes that such agreements benefit The Country Club at Mirasol and the Owners and that beneficial terms and conditions were obtained through the execution of such agreements, and that notwithstanding any future statutory provisions under Florida law allowing cancellation of such agreements, that the Community Association will not unreasonably cancel such agreements.

19.1.5 EACH OWNER'S ASSESSMENTS SHALL INCLUDE A SPECIFIED MONTHLY CHARGE TO EACH UNIT FOR THE FEES CHARGED TO THE COMMUNITY ASSOCIATION FOR ELECTRONIC MONITORING SERVICES

PURSUANT TO ANY SUCH EXCLUSIVE AGREEMENTS, WHETHER OR NOT ANY OWNER ELECTS TO USE SUCH SERVICES.

Section 19.2 Electronic Monitoring Services.

Declarant, the Community Association, their successors or assigns or licensees or franchisees, and the electronic monitoring system operator may, but shall not be obligated to, maintain or support certain activities within the Properties designed to make the Properties safer than they otherwise might be. NEITHER THE COMMUNITY ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTIES, HOWEVER, AND NEITHER THE COMMUNITY ASSOCIATION, THE DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY UNIT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS, DECLARANT, OR ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED. ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ARCHITECTURAL REVIEW COMMITTEE OF THE MASTER ASSOCIATION MAY NOT BE COMPROMISED OR CIRCUMVENTED, THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, NOR THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY UNIT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY UNIT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE COMMUNITY ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, DECLARANT, OR ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS. OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTIES.

Section 19.3 Electronic Monitoring Systems Requirements.

Each residence must be equipped with an electronic monitoring system which shall be connected to the central monitoring system to be installed by Declarant pursuant to this Article 19. Builders shall be required to prewire for the central monitoring system and tie in when the central system is operational. Owners shall pay a specified monthly sum as part of a Benefit Assessment for the cost of the central monitoring system.

**ARTICLE 20
SALES CENTER**

Tract B of Mirasol Plat Two, recorded in Plat Book 89, Page 61 of the Public Records (the "Sales Center") was purchased by the Former Club prior to the Merger and is part of the Recreational Facilities. The Sales Center may be used for administrative offices, a sales center or other purposes approved by local governmental authorities in the sole discretion of the Community Association. Subject to obtaining all necessary governmental permits and approvals, the Community Association or its successors and assigns may convert the Sales Center to residential or commercial use. Each Owner by acceptance of a deed to a Unit hereby acknowledges the granting to the Community Association of a power of attorney to enable the Community Association or its successors and assigns to apply for all governmental and regulatory permits and approvals necessary to operate, rezone, replat and/or remodel the Sales Center as provided in this Article.

In addition, the Declarant and the Community Association and all Village Associations hereby grant the owner and all tenants (if any) of the Sales Center (regardless of whether such Persons are Members hereunder), their guests and invitees and the employees, agents, contractors, and designees a non-exclusive easement of access and use over all roadways located within the Properties reasonably necessary to travel to and from the entrance to The Country Club at Mirasol Community from and to the Sales Center respectively, and, further, over those portions of the Properties (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Sales Center. This easement may not be changed or revoked without the consent and joinder of the owner of the Sales Center.

**ARTICLE 21
SEVERABILITY**

If any part of this Community Declaration is contrary to, prohibited by or deemed invalid under applicable law or regulation, the provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

**ARTICLE 22
PCD DISCLOSURES**

The following disclosures are made pursuant to the PCD Approval and shall be expressly included in retail purchase and sale agreements:

Section 22.1 North County Airport.

Mirasol is located within 4.5 miles of North County Airport, a general aviation reliever airport. Airplanes operating to, from and/or near North County Airport will be noticeable and airplane noise may be objectionable.

Section 22.2 Seacoast Utility Authority Wastewater Treatment Plant.

Each Owner acknowledges the Property is in proximity to the Seacoast Utility Authority Wastewater Treatment Plant and depending on wind direction, velocity, volume of sewage flowing to the facility, flow and the manner of operation of the facility, objectionable odors may be emanate from the plant which may be offensive to Persons on the Property.

Section 22.3 Thoroughfares.

Portions of the Property or contiguous property is being developed as a north-south and east-west thoroughfares (Jog Road) that will be dedicated to the County and will be maintained as a County road. In the future, such thoroughfares may be expanded and could eventually become six-lane public roads in accordance with the County Thoroughfare Plan.

Section 22.4 Water Levels.

EACH OWNER ACKNOWLEDGES THAT ALL LAKES AND CANALS (SINGULARLY REFERRED TO AS "LAKE AREA" AND COLLECTIVELY REFERRED TO AS "LAKE AREAS") WITHIN THE MIRASOL PROJECT ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES INCLUDING SFWMD GOVERN THE CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS OF WATER USE REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, FLUCTUATIONS IN GROUND WATER ELEVATIONS, WATER USAGE BY THE SEACOAST UTILITY AUTHORITY ("S.U.A."), PRIORITIES ESTABLISHED BY GOVERNMENTAL AUTHORITIES, AND OTHER CAUSES OUT THE CONTROL OF DECLARANT, NPBCID, THE CITY, THE MASTER ASSOCIATION, COMMUNITY ASSOCIATION AND VILLAGE ASSOCIATIONS (COLLECTIVELY, THE "ASSOCIATIONS"), THE WATER LEVELS IN THE LAKE AREAS, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF THE LAKE AREAS. THESE WATER LEVEL FLUCTUATIONS AND CHANGES IN THE APPEARANCE OF THE LAKE AREAS ARE CONSIDERED NORMAL OCCURRENCES. EACH OWNER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE DECLARANT, THE CITY, NPBCID, S.U.A., THE ASSOCIATIONS NOR THE RECREATIONAL FACILITIES OWNER, HAVE CONTROL OVER SUCH WATER LEVEL FLUCTUATION NOR ASSOCIATED IMPACTS TO PLANT GROWTH IN THE LAKE AREAS. THEREFORE, EACH OWNER BY ACCEPTANCE OF TITLE TO A UNIT AGREES TO RELEASE AND

HOLD HARMLESS DECLARANT, THE CITY, NPBCID, THE ASSOCIATIONS, THE CITY AND THE S.U.A. (THE "RELEASES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO. THE LAKE AREAS, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS, PERMITTING, CONSTRUCTION AND MAINTENANCE THEREOF. OWNER SHALL NOT ALTER, MODIFY, EXPAND, OR FILL ANY LAKE AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF THE DECLARANT, NPBCID, THE CITY, THE U.S. ARMY CORPS OF ENGINEERS, SFWMD AND SUCH OTHER LOCAL, STATE AND FEDERAL AUTHORITIES AS MAY HAVE RELEVANT JURISDICTION OVER SUCH MATTERS.

**ARTICLE 23
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

Section 23.1 Northern Palm Beach County Improvement District.

NPBCID is an independent special district of the State, of Florida and is or will be implementing, constructing, and/or maintaining certain public infrastructure improvements for the benefit of those parcels of assessable real properties within the Property, which lie within NPBCID's Unit of Development Unit No. 43 ("Unit 43").

Section 23.2 Non-Ad Valorem Assessments.

In order for NPBCID to carry out the implementation, construction and/or maintenance of its Unit No. 43 public infrastructure improvements, NPBCID will be assessing and levying both debt repayment and maintenance non-ad valorem assessments on an annual basis and all individuals or entities that own assessable tracts of land, lots or units within those areas of the Property that lie within NPBCID's Unit 43 will be obligated and responsible for paying such Unit 43 non-ad valorem assessments as are annually assessed and levied by NPBCID upon the owner's real property. NPBCID's non-ad valorem assessments will appear as a separate line item on each real property owner's annual Unified Real Property Tax Bill which is issued and collected by the Tax Collector of Palm Beach County, Florida.

Section 23.3 General Description of NPBCID Facilities.

The public infrastructure improvements that have or will be constructed, implemented and/or maintained by NPBCID are more specifically identified and described in the NPBCID Unit 43 Plan of Improvements and Report of Engineer, as the same may be amended from time to time, copies of which are maintained at NPBCID administrative offices. The documents are available for inspection and, upon payment of certain statutory photocopy charges, copying by any interested person or entity.

The Northern Palm Beach County Improvement District is authorized to acquire, construct, install, contribute, pay, accept title to, operate and/or maintain, as the case may be, the following works, facilities and activities, which may include, without limitation: acceptance and

operation of the master drainage system, construction of certain master drainage system related control structures and pump stations, implementation of wetland mitigation activities within onsite preserves, contribution of funds for construction of the Loxahatchee Slough water control structure in the C-18 Canal, contribution of funds for Palm Beach County's Unit-11 offsite mitigation, construction of potable water, wastewater and reuse works and facilities, construction of onsite roadways and related components, including, but not limited, to stormwater drainage, lighting, irrigation, and hardscape (site preparation, ground lighting, bike paths, walkways, signage monuments, walls, arcades, fountains and similar architectural features).

Section 23.4 Maintenance of NPBCID Improvements.

The NPBCID Unit 43 public infrastructure improvements and/or facilities for which NPBCID retains ownership will be maintained by NPBCID unless the Master Association contracts with NPBCID to maintain all or part of such improvements or facilities.

Section 23.5 Usage of NPBCID Property or Facility Interests.

No connections to, licenses or usage of or easements upon, over, under or across any facility, water body, drainage system or tract of land dedicated to, owned by, or subject to an easement in favor of NPBCID shall be granted by NPBCID, until the party desiring such uses or rights has applied for and obtained a permit from NPBCID.

Section 23.6 NPBCID Land not subject to POA Assessments or Enforcement.

Notwithstanding anything to the contrary contained in this Community Declaration or Supplement thereto, NPBCID and all NPBCID's interest in real property or facilities within the Property shall be exempt from (i) Master Association, Community Association and Village Association enforcement action, and (ii) any and all annual assessments, special assessments, extraordinary special assessments and fines that may or could be levied by the Master Association, Community Association or Village Association. The Master Association, Community Association and Village Association are specifically prohibited from filing or attempting to execute upon any claim or lien as to a property (whether real or tangible) or facility interests owned by NPBCID within the Property and any such lien or recording of same in the public records shall be null and void *ab initio*.

Section 23.7 NPBCID Lakes, Ponds, Canals, Retention Areas and Water Bodies.

No swimming, operation of any boats or other recreational uses shall be permitted in or on any of the lakes, ponds, retention areas, canals or other water bodies which are dedicated or deeded to NPBCID or over which NPBCID has an easement, unless a permit has first been obtained from NPBCID. No removal of water discharge of materials, removal or interference with aquatic vegetation or alteration of banks or shoreline of any lake, pond, canal or retention area dedicated or deeded to NPBCID or to which NPBCID has an easement is allowed, unless a permit authorizing same has first been obtained from NPBCID. Further, all residents and owners of real property need to be aware that lake, canal and wetland water levels within the Property are subject to fluctuation based on, among other things, the amount of rainfall occurring over

time and water withdrawals. The lakes, canals and wetlands located in the Community have been designed for water management purposes and not as aesthetic features. The water levels in the lakes, canals and wetlands will be affected by the Seacoast Utility Wellfields located adjacent to the Community. The water levels in the lakes, canals and wetlands located in the Community will, depending upon conditions, rise and fall as often as daily and on occasion the changes in water level will be substantial. The lowering of the water levels in the lakes, canals and wetlands may be noticeably visible when previously submerged lake and canal areas are exposed.

Section 23.8 NPBCID Approval Rights to Amendments.

No amendment of or to this Community Declaration which would affect NPBCID's obligations, property interests, facilities or improvements located within the Property shall be effective unless agreed to in writing by NPBCID.

Section 23.9 NPBCID Phone Number and Address.

As of the date of the recording of this Community Declaration, the phone number and address for NPBCID is: (561) 624-7830; 357 Hiatt Drive, Palm Beach Gardens, FL 33418-7106.

Section 23.10 Covenant to Pay NPBCID Charges.

Each Owner, for all real property now or hereafter owned by such Owner within the Property agrees to pay any and all non-ad valorem assessments, which may be imposed upon such property to fund all or part of the cost of the acquisition, construction, operation and maintenance of the public infrastructure improvements and facilities, debt service thereof, and any other Unit of Development No. 43 costs incurred by NPBCID.

Section 23.11 Disclosure Language.

Each Owner must include the following disclosure language in all Real Estate Contracts pertaining to the Property immediately above the space in such Real Estate Contracts for the signature of a purchaser, which disclosure language must be (i) in bold face and conspicuous type, and (ii) larger in size than the type in the remaining text of the Contract, namely:

**NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
DISCLOSURE OF TAXING AUTHORITY.**

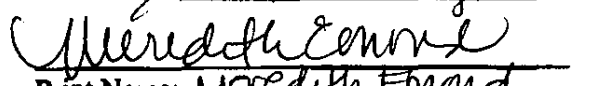
THIS PROPERTY IS LOCATED WITHIN THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ("NPBCID") UNIT OF DEVELOPMENT NO. 43. NPBCID IMPOSES SPECIAL ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. NPBCID WILL IMPLEMENT, CONSTRUCT, OPERATE AND/OR MAINTAIN CERTAIN PUBLIC FACILITIES AND SERVICES, INCLUDING SURFACE WATER MANAGEMENT IMPROVEMENTS. NPBCID WILL ANNUALLY SET AND LEVY SPECIAL ASSESSMENTS WHICH WILL BE INCLUDED IN THE PALM BEACH COUNTY TAX COLLECTOR'S ANNUAL UNIFIED REAL PROPERTY TAX BILL AND COLLECTED BY THE TAX

**COLLECTOR. THESE SPECIAL ASSESSMENTS ARE IN ADDITION TO COUNTY
AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

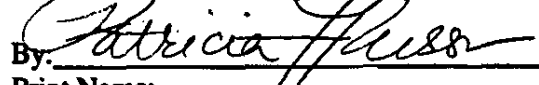
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Community Declaration has been executed as of the date first above written.

WITNESSES:


Print Name: Lisa Marie Dugen

Print Name: Meredith Emond

MIRASOL CLUB & ASSOCIATION,
INC., a Florida not-for-profit corporation,

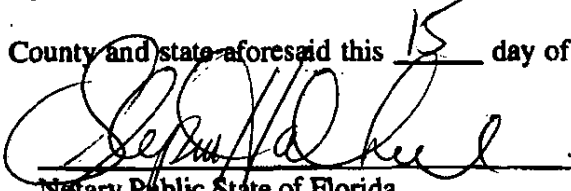
By: 
Print Name: _____
Title: _____

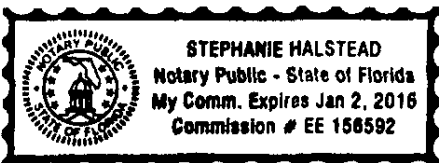
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of March, 2013, by _____, as _____ of Mirasol Club & Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is () personally known to me or () produced as identification.

Witness my hand and official seal in the County and state aforesaid this 15 day of March, 2013.

My Commission Expires:


Notary Public, State of Florida



JOINDER OF DECLARANT

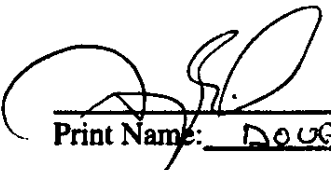
The undersigned hereby joins in this Amended and Restated Declaration this 27th day of Feb., 2013.

Declarant's joinder herein shall not constitute an endorsement of the contents of the foregoing Amended and Restated Declaration or any representation or warranty as to its legality, propriety or efficacy. Moreover, nothing herein shall obligate or create any liability on the part of Declarant for the acts or omissions of the Community Association or any director, officer, committee, contractor or agent of the Community Association in any respect.

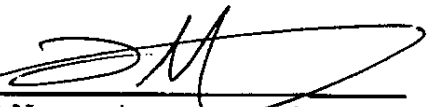
Signed, sealed and delivered in the presence of:

**TAYLOR WOODROW COMMUNITIES
AT MIRASOL, LTD.**, a Florida limited partnership

By: TWC/Mirasol, Inc., a Florida corporation, its General Partner


Print Name: DOUGLAS MILLER


Print Name: Elaine A. Stulic

By: 
Print Name: Louis E. Steffens
Title: President

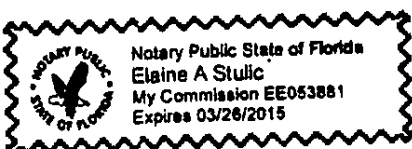
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of Feb., 2013, by Louis E. Steffens, as President of **TWC/MIRASOL, INC.**, a Florida corporation, general partner of **TAYLOR WOODROW COMMUNITIES AT MIRASOL, LTD.**, a Florida limited partnership, on behalf of said limited partnership. He is (☒) personally known to me or () produced _____ as identification.

Witness my hand and official seal in the County and state aforesaid this 27th day of Feb., 2013.

My Commission Expires:


Notary Public State of Florida



JOINDER OF MASTER ASSOCIATION

The undersigned hereby joins in this Amended and Restated Declaration this 15 day of March, 2013.

Master Association's joinder herein shall not constitute an endorsement of the contents of the foregoing Amended and Restated Declaration or any representation or warranty as to its legality, propriety or efficacy. Moreover, nothing herein shall obligate or create any liability on the part of Master Association for the acts or omissions of the Community Association or any director, officer, committee, contractor or agent of the Community Association in any respect.

Signed, sealed and delivered in the presence of:

MIRASOL MASTER MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation

Lisa Marie Duggan
Print Name: Lisa Marie Duggan
M. Lamber
Print Name: M. Lamber

By: [Signature]
Print Name: D. DREW DAVIS
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of March, 2013, by _____, as _____ of **MIRASOL MASTER MAINTENANCE ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of said corporation. He is ☒ personally known to me or ☒ produced Florida DL as identification.

Witness my hand and official seal in the County and state aforesaid this 15 day of March, 2013.

My Commission Expires:

[Signature]
Notary Public State of Florida



EXHIBIT "A"

Legal Description

All of **MIRASOL PLAT TWO** according to the plat thereof recorded in Plat Book 89, Page 61, of the Public Records of Palm Beach County, Florida, LESS AND EXCEPT Tract B.

All of **MIRASOL PARCEL ONE** according to the plat thereof recorded in Plat. Book 89, Page 66, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PARCEL TWO** according to the plat thereof recorded in Plat Book 89, Page 70, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PARCEL THREE** according to the plat thereof recorded in. Plat Book 89, Page 74, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PARCEL FOUR** according to the plat thereof recorded in Plat Book 89, Page 78, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PARCEL FIVE** according to the plat thereof recorded in Plat Book 89, Page 82, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PLAT FIVE**, according to the plat thereof recorded in Plat Book 98, Page 73, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PLAT SIX** according to the plat thereof recorded in Plat Book 104, Page 89, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PARCEL TEN** according to the plat thereof recorded in Plat Book 106, Pages 187 thru 191, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL PARCEL TWENTY-FOUR**, according to the plat thereof recorded in Plat Book 98, Page 115, of the Public Records of Palm Beach County, Florida.

All of **MIRASOL CLUBHOUSE AND VILLAS**, according to the plat thereof recorded in Plat Book 98, Page 111, of the Public records of Palm Beach County, Florida.