

This instrument prepared by
and returned to:
Steven L. Daniels, Esquire
Saul Ewing Arnstein & Lehr LLP
515 N. Flagler Drive, 14th Floor
West Palm Beach, FL 33401

CERTIFICATE OF AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR
STONE CREEK RANCH

AND

AMENDMENT TO ARTICLES OF INCORPORATION AND BY-LAWS TO STONE
CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.

This CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR STONE CREEK RANCH (the "Declaration") and
AMENDMENT TO ARTICLES OF INCORPORATION ("Articles") AND BY-LAWS ("By-
Laws") FOR STONE CREEK RANCH HOMEOWNERS ASSOCIATION, INC., is made
this 1st day of October, 2020 by THE BOARD OF
DIRECTORS OF STONE CREEK RANCH HOMEOWNERS ASSOCIATION, INC.

WITNESSETH:

WHEREAS, the Declaration was recorded on January 29, 2001 in Official
Records Book 12277, Page 643 of the Public Records of Palm Beach County, Florida;
and

WHEREAS, the Declaration was subsequently amended by instruments
recorded on the following dates at the following official record books and pages:

June 20, 2001	ORB 12662, Pg. 1846
February 26, 2003	ORB 14843, Pg. 1914
March 28, 2006	ORB 20113, Pg. 85

All recordings being in the public records of Palm Beach County, Florida; and

WHEREAS, pursuant to Article XIII, Section 6 of the Declaration, the Declaration
may be amended upon the approval at a meeting of Lot Owners holding not less than
66 2/3% vote of the entire membership in the Association; and

WHEREAS, the Articles and By-Laws were attached to and recorded as part of
the Declaration as Exhibits "A" and "B", respectively; and

WHEREAS, the requisite number of Lot Owners have approved the Amended
and Restated Declaration of Covenants and Restrictions ("Amendment") attached

hereto as Exhibit "A" to this Certificate at a meeting held on September 23, 2020;
and

WHEREAS, pursuant to Article 9, Section 1 of the Articles, the Articles may be amended by the affirmative vote of 66 2/3% of the Members; and

WHEREAS, pursuant to Article 7 of the By-Laws, the By-Laws may be amended by a vote of 66 2/3% of the Members present and voting in person or by proxy; and

WHEREAS, the requisite number of Members have approved the Amended and Restated Articles and the Amended and Restated By-Laws attached hereto, as Exhibits "A" and "B", respectively to the Amendment.

NOW, THEREFORE, the Declaration, Articles and By-Laws are hereby amended and restated as set forth on Exhibit "A" attached hereto. The Amendment shall run with the land known as Stone Creek Ranch, and shall be binding on all parties having any right, title or interest in said real property or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

IN WITNESS WHEREOF, the Board of Directors has caused the execution of this Certificate of Amendment this First day of October, 2020.

WITNESSES:

STONE CREEK RANCH HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

Stephanie Catton
Signature of Witness

By: Stephen Robins

Stephanie Catton
Printed Name of Witness

Printed Name: Stephen Robins

Title: President

[Signature]
Signature of Witness

By: Ali Moledina

Karen J. Annick
Printed Name of Witness

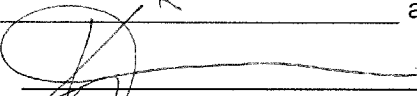
Printed Name: Ali Moledina

Title: Secretary

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~ BROWARD

The foregoing instrument was acknowledged before me by means of _____
physical presence or _____ online notarization, this 1st day of
October, 2020, by STEVEN ROBINS President and Ali Moleedian Secretary of
STONE CREEK RANCH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit
corporation, who produced _____ as identification.



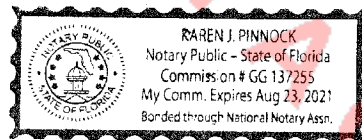
Notary Public

Karen S. Pinnoch

Printed Name of Notary Public

My commission expires:

(SEAL)



**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

On January 29, 2001, the original DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONE CREEK RANCH was recorded in the Public Records of Palm Beach County, Florida, Official Records Book 12277, Page 643 (the "Original Declaration"). The Original Declaration, as it previously has been amended, is hereby further amended in part and restated in its entirety by STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), and the entity responsible for the operation and management of all of the real property located in Palm Beach County, Florida as described in Exhibit "C", attached hereto and incorporated as if fully set forth herein, which comprises the community of Stone Creek Ranch (the "Community") and which shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONE CREEK RANCH (this "Amended and Restated Declaration").

**ARTICLE 1
DEFINITIONS**

The following words when used in this Amended and Restated Declaration (unless the context shall prohibit) shall have the following meanings:

1.1 "Amended and Restated Articles" shall mean and refer to the Amended and Restated Articles of Incorporation of Stone Creek Ranch Homeowners' Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "A", as amended from time to time.

1.2 "Amended and Restated By-Laws" shall mean and refer to the Amended and Restated By-Laws of the Association, attached hereto and incorporated as if fully set forth herein as Exhibit "B", as amended from time to time.

1.3 "Assessments" shall mean those payments due pursuant to this Amended and Restated Declaration, whether "General Assessment(s)", "Special Assessment(s)" or "Specific Assessment(s)" (as such terms are hereinafter defined), or a combination thereof.

1.3.1 "General Assessment(s)" shall mean and refer to Assessments levied to fund expenses applicable to all "Members" (as such term is hereinafter defined) of the Association.

1.3.2 "Special Assessment(s)" shall mean and refer to Assessments levied in accordance with Section 5.3 of this Amended and Restated Declaration.

1.3.3 "Specific Assessment(s)" shall mean and refer to Assessments levied against one or more Owners for such matters as set forth in this Amended and Restated Declaration, as related to a specific level of service provided by the Association to a Lot and/or Owner in accordance with section 720.308, Florida Statutes, as amended from time to time.

1.4 "Association" shall mean Stone Creek Ranch Homeowners Association, Inc., a Florida not-for-profit corporation.

1.5 "Board" shall mean and refer to the Association's Board of Directors.

1.6 "Builder" shall mean and refer to a party acquiring one or more "Lots" (as such term is hereinafter defined) for the purpose of constructing thereon a single family home for "retail" sale. In the event of any doubt or conflict as to whether any party is a Builder hereunder, a written statement from the Association regarding same shall be binding and conclusive.

1.7 "Common Expense(s)" shall mean and refer to the expenses or financial liabilities for the "Common Properties" (as such term is hereinafter defined). These expenses shall include without limitation (i) expenses of administration, maintenance, repair or replacement of the Common Properties; (ii) expenses declared as Common Expenses by this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws and the Association's rules and regulations; (iii) expenses agreed upon as Common Expenses by the Association; (iv) savings funds (reserves) for future maintenance, repairs and capital improvements, not to be used for operating expenses; and (v) expenses of maintaining, repairing or replacing any offsite improvement the Board deems beneficial to the Community in its sole and unfettered discretion.

1.8 "Common Properties" shall mean and refer to all property (real or personal) including any fixtures or improvements thereon owned, leased or the use of which has been granted to the Association by Declarant as well as all property designated as Common Properties in any recorded supplemental declaration or any portion of a plat or replat of the Community dedicated to or reserved for the Association; together with the landscaping and any improvements thereon, including, without limitation, "sales" office, all private roadways and pedestrian walkway areas, structures, surface water management systems, recreational facilities, open space, green areas, conservation easements and areas, walkways, sprinkler systems and street lights, perimeter privacy wall, guardhouse, entry gates, if any, entry features, but excluding any public utility installations thereon not owned by the Association. Notwithstanding that same may be included within a Lot, the roadway easement (including turnarounds) as shown on the "Plat" (as such term is hereinafter defined) shall be deemed Common Properties hereunder, and each "Lot Owner" (as such term is hereinafter defined) shall be deemed to accept title to the "Lot" (as such term is hereinafter defined), subject to the easements reserved in the Plat, any other plat affecting title to the Community and herein reserved over the Common Properties. The Association may, from time to time, upon the approval of no less than 66 2/3% of all of the Lot Owners sell Common Properties whereupon such property shall no longer constitute a portion of the Common Properties but shall then constitute a Lot or Lots assessable as any other Lot pursuant to the terms of this Amended and Restated Declaration. In the event that the Association accepts an easement or similar grant over, under or through any portion of the

Community or any property adjacent thereto or in the vicinity thereof, the area subject to such easement shall be deemed Common Properties for the purposes of, but only for the purposes of, the Association performing whatever duties or obligations are stated in, or implied by law with respect to such easement or other grant.

1.9 "Community" shall mean the development known as Stone Creek Ranch including all Lots and Common Properties.

1.10 "Community Systems" shall mean and refer to any and all cable television, telecommunication, alarm/monitoring or other lines, conduits, wires, amplifiers, towers, antennae, equipment, materials, installation and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant or the Association pursuant to any grant of easement or authority within the Community and serving more than one Lot.

1.11 "County" shall mean and refer to Palm Beach County, Florida.

1.12 "Declarant" shall mean and refer to KENCO COMMUNITIES AT THE RANCH, INC., a Florida corporation, its successors and such of its assigns as to which the rights of Declarant hereunder are specifically assigned.

1.13 "Home" shall mean and refer to the individual residential structure constructed on a Lot or Lots.

1.14 "Lot" or "Lots" shall mean and refer to any lot on the "Plat" (as such term is hereinafter defined), or any other plat of portions of the Community including any portion of the Common Properties converted to a Lot as allowed by Section 1.8 above, less any portions thereof deemed Common Properties hereunder, which Plat or plats are subject to these covenants and restrictions, any lot shown upon any re-subdivision of any such plat, and any other property hereafter declared as a Lot by the Association, together with all structures and/or improvements thereon, including, but not limited to a Home.

1.15 "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or an undivided interest therein to any Lot situated within the Community, including, but not limited to Builders.

1.16 "Member" shall mean and refer to all those Lot Owners who are members of the Association as provided in Section 2.1 hereof, including, but not limited to Builders.

1.17 "Member's Permittee" shall mean and refer to a person described in Section 7.20 hereof.

1.18 "Mortgage Lender" shall mean and refer to a bank, savings and loan association, mortgage banker or company, pension fund, agency of the United States Government, Real Estate Investment Trust, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other lender (or any successor or assign thereof) regularly engaged

in the business of residential mortgage lending, holding a first mortgage lien on a Lot(s) which is subject (i.e., subordinate) only to tax liens.

1.19 "Plat" shall mean and refer to the Plat of Kenco Ranch, as recorded in Plat Book 93, Pages 193-204, in the Public Records of the County, and any replats thereof (or of portions thereof).

ARTICLE 2 MEMBERSHIP AND THE ASSOCIATION

2.1 Membership. The qualifications for membership and the manner of admission to the membership, the voting rights of such membership and the termination of such membership, shall be as set forth in the Amended and Restated Articles. Membership meetings and the manner in which Members exercise their voting rights shall be as set forth in the Amended and Restated By-Laws.

2.2 Administration of the Association. Unless specifically reserved to the Members, the affairs of the Association shall be administered by the Board in accordance with this Amended and Restated Declaration, the Amended and Restated Articles and the Amended and Restated By-Laws. The powers and duties of the Association shall be those powers as set forth in the Amended and Restated Articles and the Amended and Restated By-Laws.

2.3 Dissolution. In the event of the Association is dissolved, terminated or shall no longer continue to exist for any reason whatsoever, any Lot Owner may petition the Circuit Court of the County for the appointment of a receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Common Properties and the Community.

2.4 Notification. Notwithstanding anything contained herein, every person or entity who is a Member of the Association shall notify the Association in writing at the time they become a record owner of a fee interest in any Lot and shall accompany such notice with a copy of the deed or other instrument conveying such fee interest. A Lot Owner shall not be entitled to vote until the Lot Owner gives such notification to the Association, but the Lot Owner shall be liable for assessments notwithstanding said notice requirement.

ARTICLE 3 PROPERTY RIGHTS IN THE COMMON PROPERTIES; OTHER EASEMENTS

3.1 Members' Easements. Each Member, and each Member's Permittee, guests, invitees and licensees shall have a nonexclusive permanent and perpetual easement over and upon the Common Properties for the intended use and enjoyment thereof in common with all other such Members and their Member's Permittees, guests, invitees and licensees in such manner as may be regulated by the Association from time to time. Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

3.1.1 The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Properties and facilities in compliance with the provisions of this Amended and Restated Declaration and with any restrictions as may encumber the Community as set out on the Plat thereof, or any portion thereof, as may be amended from time to time.

3.1.2 The right of the Association, by at least a two-thirds (2/3) affirmative vote of the entire membership and at least by a two-thirds (2/3) affirmative vote of the Board, to dedicate or convey portions of the Common Properties to any public or quasi-public agency, community development district or similar entity under such terms as the Association deems appropriate and to create or contract with community development and other special taxing districts for lighting, roads, recreational services, security, transportation or communications and other similar purposes deemed appropriate by the Association (to which such dedication or contract all Lot Owners, by the acceptance of the deeds to their Lots, shall be deemed to have consented, no consent of any other party being necessary).

3.1.3 The use restrictions set forth herein and such other rules and regulations as may be adopted, amended, altered or rescinded by the Association from time to time, governing, among other things, the use of the Common Properties, the Lots, and all facilities at any time situated thereon, and including the right to fine Members for any violation, as provided herein.

3.1.4 The right of the Association to grant permits, licenses and both general ("blanket") and specific easements over under and through the Common Properties.

3.1.5 In accordance with section 720.305, Florida Statutes, as amended from time to time, the right of the Association to suspend the right to use the Common Properties and facilities thereon pursuant to Article 9 of this Amended and Restated Declaration.

3.2 Easements Appurtenant. The easements provided in this Amended and Restated Declaration shall be appurtenant to and shall pass with the title to each Lot, but shall not be deemed to grant or convey any ownership interest in the Common Properties subject thereto.

3.3 Utility Easements, Community Systems, Common Properties and Lots/Homes. The use of the Common Properties for utilities, as well as the use of the other utility easements as shown on the Plats, shall be in accordance with the applicable provisions of this Amended and Restated Declaration and the Plats. The Association and its authorized designees shall have a perpetual easement over, upon and under the Common Properties for the installation, operation, repair, replacement, alteration, expansion and maintenance of utilities and Community Systems and other communication lines, equipment and materials and other similar underground television, radio and security cables (and for all future technological advances not now known) for service to the Lots and other portions of the Community within platted or reserved utility easement areas, or any other portion of the Community. The appropriate water and sewer authority, electric utility company, telephone company, the Association and its affiliates, successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the Plats or as reserved herein. In the event that any utility lines, equipment, cables, pipes, conduits, meters or

fixtures ("Utilities") or Community Systems are now or hereafter installed on or under a Home or underground on a Lot, then a nonexclusive easement therefor, and for the initial installation (if applicable), maintenance, repair and replacement thereof, shall exist in favor of whichever of the applicable governmental authority, utility company, the Association has the responsibility for the installation, maintenance, repair, replacement and movement of the Utilities or Community Systems. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Lot Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The Lot Owner(s) and the Member's Permittees of such Lot Owner(s) shall not do anything in, on or about the Lot or Home which interferes with the operation of any Utilities or Community Systems on, under or through such Lot or Home or the installation, maintenance, repair, replacement and movement thereof. Any user of the easement herein created shall, promptly after the completion of any applicable work thereon, restore the Lot and/or Home to the condition in which it existed immediately prior to the commencement of such use. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

3.4 Roadway and Access Easements. Easements are reserved over each Lot to the extent of the portion of the Lot deemed Common Properties hereunder, same representing the portion of the Lot designated as roadway easement on the Plat, and the seven feet (7') of each Lot which fronts on the cul-de-sac of the Community, as to which an easement is hereby reserved for emergency, pedestrian and vehicular ingress and egress.

3.5 Drainage Easements. Easements are reserved over each Lot and the Common Properties in order to permit drainage and run-off from one Lot (and its improvements) to another or to the Common Properties or from the Common Properties to any Lot or Lots.

3.6 Easement for Encroachments. There is hereby declared an easement in favor of each Lot for any portion of the improvements on the Lot or any Community Systems which extend into Common Properties in a manner which does not unreasonably interfere with the use and maintenance thereof including the existence of docks where approved by the Board.

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

3.8 Non-Interference with Easement Rights. No Lot Owner shall place any improvements, material or obstacle in or over any easement area which would unreasonably interfere with the rights of the owner of the easement. Any such improvement, material or obstacle shall be promptly removed by the Lot Owner at the Lot Owner's sole expense when requested by the owner of the easement or the Association notwithstanding any lapse of time since improvement, material or other obstacle was placed in or over the easement area. In the event a Lot Owner fails to remove such improvement, material or obstacle, then the Association may remove same and expense of such removal shall be charged to the Lot and collected as a Specific Assessment.

ARTICLE 4 COMMON PROPERTIES AND COMMUNITY SYSTEMS

4.1 Ownership of Common Properties. The Common Properties are hereby dedicated nonexclusively to the joint and several use, in common, of the Association and the Lot Owners of all Lots that may from time to time constitute part of the Community and all Member's Permittees and the Lot Owners' guests, invitees and licensees, as provided and regulated herein or otherwise by the Association. The Common Properties were conveyed by the Declarant by quit claim deed to the Association, which the Association was deemed to have accepted. The Association shall be responsible for the maintenance, insurance and administration of such Common Properties in accordance with this Amended and Restated Declaration. All real estate taxes assessed against that portion of the Common Properties owned by the Association shall be (or have been, because the purchase prices of the Lots and Homes have already taken into account their rights in and to the Common Properties) proportionately assessed against and payable as part of the taxes (if any) of the applicable Lots within the Community.

4.2 Common Properties Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Properties and, to the extent not otherwise provided for, the paving, drainage structures, surface water management systems, conservation easements and areas, landscaping, street lighting fixtures and appurtenances, improvements and other structures (except public utilities to the extent maintained by the applicable utility provider) situated on the Common Properties, if any, as ordered by the Board. Without limiting the generality of the foregoing, the Association shall assume all of Declarant's and its affiliates' responsibility to the County of any kind with respect to the Common Properties.

4.2.1 Wetlands Mitigation or Enhancement Areas. Notwithstanding any provision to the contrary contained herein, each Lot Owner, by virtue of having acquired ownership (whether by purchase, gift, operation of law or otherwise) and each occupant of a Home, by reason of occupancy, shall be deemed to have acknowledged and agreed that: (i) Lots may contain or be adjacent to wetland preservation or mitigation areas and upland buffers which may be protected by conservation easements located or to be located within the Community; (ii) various plantings and vegetation may be required by the South Florida Water Management District (the "District") or such other governmental authority to be planted and maintained along, within, adjacent or abutting the lakes and other surface water management systems which may be located or required to be located within the Community and that, as such, views of any such

lakes or other surface water management systems may be obscured; (iii) the wetland preservation and mitigation areas and the upland buffers which may be located or required to be located within the Community may not be altered from their natural permitted condition with the exception of "exotic" or "nuisance" vegetation (as may be defined from time to time by applicable law and the Florida Exotic Pest Plant Council, including, without limitation, melaleuca, Brazilian pepper, Australian pine, Japanese climbing fern, cattails, primrose willow and grape vine) removal or restoration plan included in any conservation easement(s) which may be required to be located within the Ranch; (iv) the Association accepts the responsibility for the perpetual maintenance of any conservation areas and any preserved, restored or created wetland areas and upland buffer zones which may be located or required to be located within the Community, and the Association shall be required to take action against any Lot Owner(s) as may be necessary to enforce any conditions with respect to any conservation areas and any preserved, restored or created wetland areas and upland buffer zones, which may be located or required to be located within the Community, in accordance with the terms and conditions of any and all permits issued by the District or such other governmental authority with respect to the same, and (v) the Association shall be responsible for the perpetual maintenance of any and all signage which may be required by the terms and conditions of any and all permits issued by the District or such other governmental authority in connection with any conservation areas and any preserved, restored or created wetland areas and upland buffer zones which may be located or required to be located within the Community. Furthermore, the Association may maintain lakes, water bodies, landscaping or other areas benefiting the Community which are not located within the Community and the cost of same shall be paid and assessed as set forth in Section 4.3 below.

4.2.2 Littoral Zones. In addition to the foregoing, the Association hereby stipulates and agrees that any and all conservation areas required by the District or such other governmental authority to be located within the Community shall be dedicated as Common Properties and shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state. Activities prohibited within any and all conservation areas which may be required to be located within the Community, include, but are not limited to, construction or placing of buildings on or above the ground, dumping or placing of soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation (with the exception of "exotic" and/or "nuisance" vegetation removal); excavation; dredging or removal of soil material; diking or fencing and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Furthermore, the Palm Beach County Department of Environmental Resource Management ("DERM") requires littoral zone lake plantings to be installed and maintained in certain areas in the Community. These plantings may not be disturbed, trimmed or removed by any persons other than the Association who must first receive approval from DERM. The ongoing maintenance, cost and perpetual obligation of such plantings shall be the responsibility of the Association. Any Member, or such Member's Permittee or such Member's guest, invitee or licensee, who damages the referenced plantings shall be solely responsible for the cost of repairing and replacing same, as well as any fines, costs, or other charges imposed by DERM or any other agency or government entity arising from such damage. All Lot Owners shall be deemed to have acknowledged and agreed that views of, including but not limited to, any lakes or other bodies of water in or outside of the Community may be altered by the presence of such plantings.

All work pursuant to this Section 4.2.2 and all expenses incurred or allocated to the Association pursuant to this Amended and Restated Declaration shall be a Common Expense paid for by the Association through Assessments (either general or special) imposed in accordance herewith.

4.3 Costs and Expenses. All work done by or through the Association pursuant to this Amended and Restated Declaration, the Amended and Restated Articles, or the Amended and Restated By-Laws, including, but not limited to, Section 4.2 above, and all costs and expenses incurred by the Association pursuant to this Amended and Restated Declaration, the Amended and Restated Articles, or the Amended and Restates By-Laws, in connection therewith shall be a Common Expense paid for by the Association through Assessments (either general or special) imposed in accordance herewith. No Lot Owner may escape liability for Assessments by non-use (whether voluntary or involuntary) of the Common Properties, abandonment of the right to use the Common Properties, waiver of its right to use the same, or for any other reason. Lot Owners shall remain responsible for Assessments regardless of such Lot Owner's voluntary or involuntary nonuse of the Common Properties, abandonment of the right to use the Common Properties, waiver of its right to use the same, or for any other reason.

4.4 Capital Improvements and Material Alterations. The Association, by and through the Board, may conduct capital improvements to the Common Properties and material alterations of the Common Properties (as such are distinguished from repairs and maintenance, and regardless of whether as a result of wear and tear or casualty loss) without the approval of the Members if the costs for such capital improvement or material alteration, in the aggregate, is equal to or less than twenty percent (20%) of that year's budget. In the event the costs of such capital improvement or material alterations, in the aggregate, exceeds twenty percent (20%) of that year's budget, such capital improvement or material alteration can only be conducted with the approval of two-thirds (2/3) of all of the Members, even if such funds have previously been collected as reserves or are otherwise available to the Association (other than by borrowing). Notwithstanding the foregoing, the following capital improvements to the Common Properties shall require the approval of two-thirds (2/3) of all of the Members as set forth in this Section 4.4 regardless of the costs of such capital improvement: helicopter pad; swimming pool; tennis court; clubhouse; stables; putting green; driving range; batting cage; basketball court; or playset. Notwithstanding the foregoing, the Board, in its sole discretion, shall have the right, but not the obligation, to construct or cause the construction of a rear gate without the approval of the Members regardless of the cost of such rear gate.

4.5 Community Systems. The Association shall have the right, but not the obligation, to charge user fees for the use of the Community Systems and to convey, transfer, sell or assign all or any portion of the Community Systems located within the Community, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including any Lot Owner, as to any portion of a Community System located on his/her Lot or Lots). Without limiting the generality hereof, if and when any of the aforesaid entities receives such a conveyance, sale, transfer or assign, such entity shall automatically be deemed vested with such rights of Association with regard thereto in connection therewith. Those Community Systems, or any portion thereof, conveyed, transferred, sold or assigned to the

Association shall be deemed Common Properties hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Properties unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Association pursuant to this Section 4.5 may be made with or without consideration and shall not require the consent or approval of any Lot Owner. Further, Association shall have the right to receive compensation from the provider(s) of Community Systems or public or private utilities for permitting same to be located in and used at the Community, including, but not limited to, by the Lot Owners.

In recognition of the intended increased effectiveness and potentially decreased installation and maintenance costs and user fees arising from the connection of all Lots in the Community to the applicable Community Systems, each Lot Owner and occupant of a Lot shall by virtue of the acceptance of the deed or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provided from making exceptions to any such one hundred percent (100%) use requirement in its reasonable discretion.

WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO SECTION 7.19 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

**ARTICLE 5
COVENANT FOR ASSESSMENTS**

5.1 Creation of the Lien and Personal Obligation of the Assessments. Each Lot Owner by acceptance of a deed therefor or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments, including General Assessments, Special Assessments and Specific Assessment; such Assessments to be fixed, established and collected in the manner set forth in this Amended and Restated Declaration. The General Assessments, Special Assessments and Specific Assessments, together with interest charges and late fees thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessments are made. Each such Assessment, together with such interest charges and late fees thereon and costs of collection thereof as are hereinafter provided, shall also be the personal obligation of the person(s) or entity who was the Lot Owner of such Lot at the time when the Assessment(s) fell due and all subsequent Lot Owners until paid.

5.2 General Assessments. The General Assessments levied by the Association shall be used for the Common Expenses of the Association. In addition to those Common Expenses as set forth in Section 1.6 of this Amended and Restated Declaration, Common Expenses are, without limitation, the following: (i) charges for the maintenance and operation of the Association for property or services or the like serving or benefiting the Community; (ii) expenses for the maintenance, management, operation, repair, replacement and insurance of the Common Properties, and any improvements and facilities thereon whether currently existing or

to be constructed; (iii) any and all costs associated with maintaining, operating, repairing, altering and improving any park, tennis court, "sales" office, and/or guardhouse located on the Common Properties, if any; (iv) any costs and/or expenses for staffing any such guardhouse (without creating any obligation to staff same); (v) any and all costs attributable to the provision of street lighting, if any; (vi) charges the installation, maintenance, repair, replacement or servicing of security (if any), monitoring systems (if any), data/internet transmission, natural gas lines, bulk cable and/or satellite television or communications charges or charges for other Community Systems; and (vii) all other charges and Assessments herein referred to or lawfully imposed by the Association. The General Assessments to be fixed, established and collected from time to time has herein provided. Except as provided herein with respect to Special Assessments and Specific Assessments, which may be imposed on one or more Lots or Homes and Lot Owners to the exclusion of others as hereinafter set forth, all General Assessments imposed by the Association shall be imposed against all Lots equally.

The Board of Directors of the Association shall fix the date of commencement and the amount of General Assessments for the year beginning January 1 and ending December 31, to the extent practicable, at least thirty (30) days in advance of such date or period. Written notice of the General Assessments shall thereupon be sent to every Lot Owner subject thereto at least thirty (30) days prior to payment of the first installment thereof. In the event no such notice of a change in the General Assessments for a new General Assessment period is given, the amount payable shall continue to be the same as the amount payable for the previous period, until changed in the manner provided for herein. General Assessment shall be imposed for and shall be payable in advance, in monthly installments, or in annual, semi-annual or quarterly installments if so determined by the Board, in its sole discretion from time to time (absent such determination, General Assessments shall be payable monthly). The General Assessment amount (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other General Assessment that is in the future adopted. The General Assessment for any year shall be levied for the calendar year (to be reconsidered and amended, if necessary, every six (6) months), but the amount of any revised General Assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months (or other appropriate installments) remaining in such calendar year.

5.3 Special Assessments. Special Assessments may be levied against one or more Lot Owners and Lots for (i) any Common Expense which exceeds the amount budgeted; (ii) any emergency expense which exceeds the amount of reserves, if any; (iii) other Association funds and such other items as may be deemed, in the Board's sole and unfettered discretion, warranted in the best interest of the Association; and (iv) capital improvements and material alterations relating to the Common Properties as consistent with the terms of this Amended and Restated Declaration. Special Assessments shall be subject to all of the applicable provisions of this Article 5 including, without limitation, lien filing and foreclosure procedures and late fees and interest charges. Special Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Special Assessment.

5.4 Specific Assessments. The Association, by and through the Board, shall have the right to levy Specific Assessments against one or more Lot(s) and Lot Owner(s) to the exclusion of other Lots and Lot Owners for (i) the repair or replacement of damage to any portion of the

Common Properties (including, without limitation, improvements and landscaping thereon caused by the misuse, negligence or other action or inaction of a Lot Owner or such Lot Owner's Member's Permittee(s), guests, invitees or licensees); (iii) the costs of work performed by the Association in accordance with Section 3.8, Section 6.3, Section 7.9 and Section 11.2 of this Amended and Restated Declaration (iv) charges for costs and expenses of the Association which are not Common Expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge, including but not limited to attorneys' fees, costs and expenses attributable to a specific Lot or Lots; (v) other fines, expenses and charges incurred against particular Lots and/or Lot Owners to the exclusion of others as may be contemplated in this Amended and Restated Declaration. Specific Assessments shall be subject to all of the applicable provisions of this Article 5 including, without limitation, lien filing and foreclosure procedures and late fees and interest charges. Specific Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Specific Assessment.

5.5 Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If any Assessment is not paid on the date when due, the Association shall have the right to charge the defaulting Lot Owner a late fee at the highest amount permitted by law, as amended from time to time, plus interest at the then highest rate of interest allowable by law, as amended from time to time, from the due date until paid. If Lot Owner is in default in the payment of any Assessment for greater than fifteen (15) days after the due date, The Association, at the sole option of the Association and upon written notice to the Lot Owner, shall have the right to accelerate the next twelve (12) months' worth of Assessments which shall become immediately due and payable in full and all such sums shall be subject to late fees at the highest amount permitted by law, as amended from time to time, plus interest at the then highest rate of interest allowable by law, as amended from time to time, together with the cost of collection thereof as hereinafter provided, from the due date until paid. In the case of an acceleration of the next twelve (12) months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Lot Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Specific Assessments against such Lot shall be levied by the Association for such purpose.

If the Assessments and any late fees and interest charges are not paid on the date when due, then such Assessments and any late fees and interest, together with the cost of collection thereof as hereinafter provided, shall become delinquent and shall, together with such interest thereon and the attorneys' fees, costs and expenses, including bankruptcy, appeals (if any), incurred by the Association incident to the collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot, which lien relates back to the recording of the Original Declaration as to those Lots initially subjected to the Original Declaration, and which shall bind such lien in the hands of the Lot Owner, their heirs, devisees, personal representatives, successors and assigns.

Any individual or entity who acquires title to a Lot upon the death of a Lot Owner or by operation of law shall be personally liable for any unpaid sums due and payable that are

attributed to the Lot, including, without limitation, any unpaid Assessments, late fees, interest charges, and attorneys' fees, costs and expenses with respect to such Lot. In any voluntary conveyance, the grantee of such voluntary conveyance shall be jointly and severally liable with the grantor for all unpaid sums due and payable that are attributed to the Lot, including, without limitation, any unpaid Assessments, late fees, interest charges and attorneys' fees, costs and expenses incurred by the Association in the collection of the Assessment made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Additionally, any Lot Owner who fails to pay the Assessments as herein set forth shall, subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, have their privileges and benefits of being a Member of the Association suspended in accordance with Article 9 of this Amended and Restated Declaration.

The Association may bring an action at law or equity against the Lot Owner(s) personally obligated to pay Assessments, may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the Assessments, late fees, interest charges, attorneys' fees, costs and expenses, including appeals (if any), incurred by the Association incident to the collection of the Assessment are unpaid, may foreclose the lien against the Lot on which the Assessments, late fees, interest charges, attorneys' fees, costs and expenses, including appeals (if any), incurred by the Association incident to the collection of the Assessment are unpaid, in like manner as a foreclosure of a mortgage on real property, or may pursue one or more of such remedies at the same time or successively, and attorneys' and paralegals' fees, costs and expenses actually incurred preparing and filing the claim of lien and the complaint, if any, and prosecuting same, in such action (and any appeals therefrom) shall be added to the amount of such Assessments, late fees and interest charges, and in the event a judgment is obtained, such judgment shall include all such sums as provided and attorneys' and paralegals' fees, costs and expenses actually incurred together with the costs of the action, through all applicable appellate levels. In addition to the rights of collection of Assessments stated in this Section 5.5, any and all persons acquiring title to or an interest in a Lot as to which the Assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Properties until such time as all unpaid and delinquent Assessments due and owing from the prior Lot Owner have been fully paid. It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Lot Owners from their obligations hereunder. All Assessments, late fees, interest charges, penalties, fines, attorneys' fees, costs and expenses and other sums provided for herein shall accrue to the benefit of the Association.

5.6 Subordination of the Lien. The lien of the Assessments provided for in this Article 5 shall be subordinate to the lien of any first mortgage held by a Mortgage Lender recorded prior to recordation by the Association of a claim of lien. A first mortgagee in possession, a receiver, a purchaser at a foreclosure and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Upon request, each Lot Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Lot Owner's Lot.

5.6.1 As to All Mortgages Entered into Prior to the Recordation of this Amended and Restated Declaration: Nothing in this Amended and Restated Declaration shall interfere with or abrogate the existing rights of any first mortgagee, as such rights appear as to Lots subject to the Original Declaration whose first mortgage was entered into prior to the recordation of this Amended and Restated Declaration, including but not limited to such protections as set forth in Article 12 of the Original Declaration. Any unpaid assessment which constitutes a lien against any Lot or Lots, but which is subordinate to first mortgages by reason of the provisions of this Section 5.6 shall be deemed to be an Assessment divided equally among and payable by all Lot Owners whose Lots are subject to Assessment by the Association, and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

5.6.2 As to All Mortgages Entered into After the Recordation of this Amended and Restated Declaration: Any first mortgagee, or its successor or assignee, who acquires title to a Lot as the result of a foreclosure, or by a deed in lieu of foreclosure, in which the Association was initially joined as a defendant, shall be liable for any past due Assessments or any other unpaid sums due and payable that are attributed to the Lot in such amounts as provided for in section 720.3085, Florida Statutes, as amended from time to time. Any unpaid assessment which constitutes a lien against any Lot or Lots, but which is subordinate to first mortgages by reason of the provisions of this Section 5.6 shall be deemed to be an Assessment divided equally among and payable by all Lot Owners whose Lots are subject to Assessment by the Association, and a lien against all Lots subject to Assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

5.7 Assessment for Capital Payments. Except for conveyances between family members and where no consideration is paid, a capital payment shall be paid by each Lot Owner to the Association in the amount of equal of one quarter (1/4) of the annual General Assessment, in addition to any other Assessment at the time such Lot Owner acquires its fee interest in the Lot. The capital payment shall be deposited by the Association and may be used to pay ordinary and/or extraordinary expenses which may be incurred by the Association to make purchases for and improvements to the Common Properties and to purchase equipment and supplies. The capital payment account may also be used to acquire property for the use of the Lot Owners or for the Association, to make any deposits required by utility companies, to prepay insurance premiums upon Common Properties or otherwise required in and about the operation of the Association or to pay for repairs and maintenance of the Common Premises. The capital payment assessment is in addition to the General Assessments, Special Assessments and Specific Assessments. The amount of capital payments shall be established by the Association, in its sole discretion from time to time, and shall be paid, at the time of conveyance of title to the Lot Owner.

5.8 Association Funds. The portion of all General Assessments collected by the Association for reserves for future expenses, if any, and the entire amount of all Special Assessments not being used for the purposes collected, shall be held by the Association for the Lot Owners of all Lots, as their interests may appear, and may be invested in interest bearing

accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposits of which are insured by an agency of the United States.

ARTICLE 6 MAINTENANCE OF HOMES AND LOTS

6.1 Homes. Each Lot Owner shall be solely responsible for maintaining all structures, including but not limited to the Home, located on the Lot in good working condition and in a neat, orderly and attractive manner and consistent with the general appearance of the Community. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the Community as initially constructed and otherwise improved by the Declarant, by the Association or by any Builders who build in accordance with plans approved by Architectural Review Committee, in accordance with Section 7.9 of this Amended and Restated Declaration, (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Architectural Review Committee). Each Lot Owner shall repaint or restrain, as appropriate, the exterior portions of the Home (with the same colors as initially used on the Home or as otherwise approved by the Architectural Review Committee) as often as is necessary to comply with the foregoing standards. Lot Owners shall be responsible for all maintenance of their Homes, including, without limitation, pressure washing, cleaning of the roof, fertilization of sod and landscape, painting of exterior and trimming of trees and bushes.

6.2 Lots. Except only for the portions of the Lots designated as Common Properties hereunder and except for the sidewalks, swales and lake bank which may be contiguous with the Lot to be maintained by the Association, each Lot Owner shall be solely responsible for maintaining their Lot, including, without limitation, the sidewalks, swales, mailboxes, lake bank, trees, shrubbery, grass and other landscaping thereon, the irrigation system, the driveways thereon and the swimming polls thereon, in good working condition and all in a neat, orderly and attractive manner and consistent with the general appearance of the Community as a whole. All irrigation systems using well water shall use an appropriate rust (iron) inhibitor filter system to prevent stains. The minimum (though not sole) standard for the foregoing shall be the general appearance of the Community as initially landscaped by Declarant, by the Association or by Builders (such standard being subject to being raised by virtue of the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

6.3 Remedies for Noncompliance. In the event of the failure of a Lot Owner to maintain their Home or Lot in accordance with this Article 6, the Association shall have the right, but not the obligation, upon fifteen (15) days' prior written notice to the Lot Owner at the address last appearing in the records of the Association, to enter upon the Lot Owner's Lot and perform such work as is necessary to bring the Lot or Home, as applicable, into compliance with the standards set forth in this Article 6. The costs and expenses incurred in performing such maintenance shall be levied against such Lot and Lot Owner as a Specific Assessment. In order to discourage Lot Owners from abandoning certain duties hereunder for the purpose of forcing the Association to assume same, and, additionally, to reimburse the Association for administrative expenses incurred, the Association may impose a surcharge of not more than thirty-five percent (35%) of the cost of the applicable remedial work, such surcharge to be a part

of the aforesaid Specific Assessment. No bids need be obtained for any of the work performed pursuant to this Article 6 and the person(s) or company performing such work may be selected by the Association in the sole discretion of the Board. The remedies provided for herein shall be cumulative with all other remedies available under this Amended and Restated Declaration.

6.4 Right of Entry. There is hereby created an easement in favor of the Association and its applicable designees over all Lots for the purpose of entering onto any such Lot in the performance of the maintenance work herein described.

6.5 Limited Exemption. To the extent that a Home on a Lot is under construction by a Builder bound to comply with construction-related requirements or restrictions imposed by the Architectural Review Committee, the provisions of this Article 6 shall not apply to such Lot until such time as the construction of the Home is completed as evidenced by the issuance of a certificate of occupancy therefor. Notwithstanding the foregoing, in the event a Lot remains unimproved as of the date this Amended and Restated Declaration is recorded among the Public Records of the County and no permit to build has been issued for such Lot and no construction activities are about to commence at the Lot, then, within six (6) months of such date, the Lot Owner of such unimproved Lot shall, at the Lot Owner's sole cost and expense, minimally install an irrigation system and sod on the entire Lot and/or a four (4) foot or higher (at time of planting) hedge of plant materials that have been approved by the Architectural Review Committee, along the entire border of the Lot with the sidewalk, subject to the requirements of the Architectural Review Committee, such sod being of the St. Augustine Floratam grass variety or better. Lot Owners shall regularly water, mow and otherwise care for their Lot. Upon the sale or other transfer of such unimproved Lot subsequent to the recording of this Amended and Restated Declaration, the Lot Owner shall commence the construction of a residence upon the Lot within one (1) year of the sale or other transfer of the unimproved Lot.

ARTICLE 7 RULES AND REGULATIONS

7.1 Land Use and Building Type. No Lot shall be used except for single family residential and reasonably ancillary purposes. Any building constructed on a Lot, including but not limited to Homes, shall be used for residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Home, and any such improvement to a Lot shall be limited to the "building envelope" for the Lot as depicted on the Plat.

7.2 Construction Activity. Unless otherwise approved in advance by the Architectural Review Committee, no construction or construction related activities or third party landscaping or maintenance activities on a Lot or Home may be undertaken (i) on legal holidays recognized by the Federal Government (or other holidays designated as such by the Association) or

Sundays, or (ii) outside the hours of 7:30 a.m. through 6:30 p.m., Monday through Friday, or 9:00 a.m. through 5:00 p.m. on Saturdays.

7.3 Opening Blank Walls; Removing Fences. Without limiting the generality of Section 7.9 below, no Lot Owner shall make or permit any opening to be made in any blank wall, masonry wall or fence except as otherwise approved by the Architectural Review Committee. Further, no such building wall, masonry wall or fence shall be constructed, erected, demolished or removed without the prior written consent of the applicable Lot Owner and the Architectural Review Committee.

7.4 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to others within the Community. By way of example, not limitation, any cars with modified exhausts; fireworks noise or any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing, and such decision shall be dispositive of such dispute or question.

7.5 Temporary Structures; Other Outdoor Equipment. Except as may be used by the Association or as approved by the Architectural Review Committee, no structure of a temporary character, or trailer, tent, mobile home or recreational vehicle, shall be permitted on any Lots within the Community at any time or used at any time as a residence, either temporarily or permanently. Any outdoor equipment such as, but not limited to, pool pumps, water softening devices, air conditioning and heating compressors and/or condensers, shall be completely screened from the view of anyone not standing on the Lot by the use of landscaping or other means (in any event, as approved by the Architectural Review Committee); provided, however, that the use of such screening shall not obviate the requirement that the installation of any such equipment nevertheless be approved by the Architectural Review Committee.

7.6 Signs. No sign of any kind shall be displayed to the public view within the Community except for signs used by Builders and their affiliates and agents (to the extent such signs are approved by the Architectural Review Committee) during the development, construction and/or sale of the Lots such Builders or by the Association. No "FOR SALE" signs shall be permitted on any Lot.

7.7 Pets, Livestock and Poultry. Lot Owners may keep not more than two (2) household pets in their Homes, subject to the terms hereof, and provided that any pet does not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. Except for the household pets which may be maintained on Lots, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot. No pet may be kept, bred or maintained for any commercial purpose. No pet shelters or pet kennels shall be maintained on a Lot. Lot Owners may walk their pets within the Common Properties, and all Lot Owners shall clean up their pet's waste and excretions therefrom. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE LEASHED WHEN WITHIN THE COMMON PROPERTIES. ALL PETS SHALL BE KEPT UNDER THE DIRECT CONTROL OF A PERSON WHEN

OUTSIDE THE APPLICABLE HOME AND WITHIN THE APPLICABLE LOT. DIRECT CONTROL SHALL MEAN AND REFER TO IMMEDIATE, CONTINUOUS, PHYSICAL CONTROL OF THE PET AT ALL TIMES SUCH AS BY MEANS OF A LEASH, CORD, SECURE FENCE, OR CHAIN OF SUCH STRENGTH TO RESTRAIN THE PET AND CONTROLLED BY A PERSON CAPABLE OF RESTRAINING THE PET, OR VOICE CONTROL IF THE CONTROLLING PERSON IS AT ALL TIMES FULLY AND CLEARLY WITHIN THE UNOBSTRUCTED SIGHT AND HEARING OF THE PET. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter do not become a source of annoyance to neighbors. No horses or barns are permitted within a Lot.

7.8 Visibility at Intersections. No obstruction to visibility at street intersections or Common Properties intersections shall be permitted, including, without limitation any obstruction caused by trees, shrubs, walls and fences; provided that the Association shall not be liable in any manner to any person or entity, including Lot Owners and Member's Permittees for any damages, liabilities, injuries or deaths arising from violations of this Section 7.8. All trimming of said trees and shrubs shall be the sole responsibility of the adjacent Lot Owner(s).

7.9 Architectural Control. No building, wall, fence or other structure or improvement of any nature which is visible to persons on other Lots or from the Common Properties (including, but not limited to, pools, screen enclosures, patios (or patio expansions), hedges or landscaping, exterior paint or finish, play structures, awnings, shutters, decorative plaques or accessories, hurricane protection, basketball hoops, birdhouses, other pet houses, swales, signage, driveway surfaces or treatments, asphaltting or other improvements or changes of any kind, even if not permanently affixed to the land or other improvements) shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the proposed structure, improvements, landscaping or of the materials as may be required by the Architectural Review Committee have been approved, if at all, in writing by the Architectural Review Committee and all necessary governmental permits are obtained. Each building, wall, fence or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and materials so approved and applicable governmental permits and requirements. Refusal of approvals of plans, specifications and materials, or any of them, may be based on any grounds, including purely aesthetic grounds, in the sole and absolute discretion of the Architectural Review Committee. Any modification, alteration or improvement constructed pursuant to this Section 7.9 that is approved by the Architectural Review Committee must be done by a state licensed and insured contractor or vendor who provides insurance coverage in the amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) or higher per occurrence, One Million Dollars and No Cents (\$1,000,00.00) or higher in the aggregate, which shall name the Association as an additional insured. In addition to the foregoing, the Architectural Review Committee may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work, or requiring the posting of a bond, deposit or other security with the Association, which may be used by the Association to repair any damage to any other portions of the Community resulting from the construction activities of, or at the direction of, any Lot Owner on his/her Lot. Any change in the exterior appearance of any building, wall, fence or other structure or improvements and any

change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Architectural Review Committee shall be a committee appointed by the Board, which may be comprised of members of the Board. In the event the Architectural Review Committee has not been appointed, the Board shall act as the Architectural Review Committee. A majority of the Architectural Review Committee may take any action they are empowered to take, may designate a representative to act for them and may employ personnel and consultants to act for them. In the event of death, disability or resignation of any member of the Architectural Review Committee, the remaining members shall have full authority to designate a successor. The Architectural Review Committee shall act on submissions to it within a reasonable time after receipt of same, the required application fee and all further documentation required.

The approval of any proposed improvements or alterations by the Architectural Review Committee shall not constitute a warranty or approval as to, and no member or representative of the Architectural Review Committee or the Board, nor the Association shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of an improvement or alteration, the requesting Lot Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the improvements or alterations.

The Architectural Review Committee may, but shall not be obligated to require that any request for its approval be accompanied by the written consent of the Lot Owners of the Lots adjoining or nearby the Home/Lot proposed to be altered as described in the request.

7.10 Commercial Trucks, Trailers, Campers and Boats. No trucks (i.e.: motor vehicles designed to transport cargo), motorcycles, motorbikes, motor scooters, jetskis, jetski trailers, nor any vehicle having a shell, camper or other attachment, or commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, horse trailers or vans, shall be permitted to be parked or to be stored at any place within the Community, nor in dedicated areas, except in enclosed garages. For purposes of this Section 7.10, "commercial vehicles" shall mean those which are not designed and used for customary, personal/family purposes. 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 in this Section 7.10 shall not apply to temporary parking of trucks and commercial vehicles such as for providing pickup and delivery, nor to passenger-type vans with windows for personal use which are an acceptable condition in the sole opinion of the Board (which favorable opinion may be changed at any time). In all cases, vehicles kept within the Community shall be roadworthy including, without limitation, as to not having flat tires, being in operating condition and having a current license plate registration. All Lot Owners and other occupancy of Homes are advised to consult with the Association prior to purchasing or bringing into the Community, any type of vehicle other than a passenger car inasmuch as such other type of vehicle may not be permitted to be kept within the Community. Subject to applicable laws and

ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted, including, without limitation, leaking oil or other fluids, may be towed by the 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. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of 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. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

7.11 Parking on Common Properties and Lots/Garages. Garage doors shall be kept closed at all times except when in action use and during reasonably limited periods when the garage is being cleaned or other activities are being conducted therefrom which reasonably require the doors to be left open. Employees of Lot Owners, including but not limited to house cleaners, nannies, butlers and maids, shall not park their vehicles within the Common Properties and shall only be permitted to park their vehicles within such Lot Owner's Lot. No vehicles of any type shall be parked overnight on any portion of the Common Properties (including but not limited to roadways). In the event a Lot Owner is having a party or other festivity at their Lot which would require vehicle parking within the Common Properties, Lot Owners shall provide the Association with advance notice of such parking requirement and must provide for valet service. Such valet service shall only be permitted to park vehicles in particular areas of the Common Properties as may be designated by the Association from time to time and shall conduct their activities in accordance with the rules and regulations promulgated by the Board pursuant to Section 7.24 below. Lot Owners shall be responsible for any and all vehicle stains and other vehicular caused damage to the Common Properties for their use thereof pursuant to this Section 7.11.

7.12 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish (including materials for recycling) shall be kept out of doors except as permitted by the Association. The requirements from time to time of the Board and/or the applicable governmental authority for disposal or collection of waste shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash placed outdoors on a curb must be in a metal or plastic container with a lid which is held down by a bracket or other closure device. Garbage must be maintained in accordance with the requirements of the Board and may not be placed out for collection sooner than 3:00 p.m. the day prior to scheduled collection and must be removed within twelve (12) hours of collection. In the event that governmental disposal or collection of waste is not provided to individual Homes or Lots, garbage, refuse, trash or rubbish shall be collected by a private entity hired by the Association.

7.13 Fences; Walls and Hedges. No fence, wall, hedge, enclosure (i.e., screen) or other structure shall be erected on any Lot, except as approved by the Architectural Review Committee. In considering any request for approval of a hedge or other landscaping, the Architectural Review Committee shall give due consideration to the possibility of same obstructing the view from any adjoining Lot or the Common Properties and may condition its

approval on the hedge or other landscaping being kept to a specific height by the Association. Additionally, no pool fence or screen enclosures may be located on the rear of a Lot within thirty ten (310) feet of the rear property line of such Lot.

7.14 No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Community which would be visible from other Lots or the Common Properties, except as may be required by Federal or State law. Drying areas will be permitted only in locations approved by the Architectural Review Committee and only when protected from view by screening or fencing approved by the Architectural Review Committee. The Architectural Review Committee and/or the Board may, from time to time, adopt reasonable rules and regulations regarding the visibility and location of permissible drying areas.

7.15 Home Air Conditioners and Reflective Materials. No air conditioning units may be mounted through windows or walls. No building shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass, except such as may be approved by the Architectural Review Committee for energy conservation purposes.

7.16 Exterior Antennas. Except as otherwise deemed permissible by statute or Federal law, no antennas, satellite dishes, aerials or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Common Properties or any property owned by the Association. Subject to the Federal Telecommunications Act of 1996, as amended from time to time, satellite dishes permitted by the Architectural Review Committee to be installed on a Lot shall be no greater than one (1) meter in diameter. To the extent that same may be accomplished without impairing reception of an acceptable quality signal, unreasonably preventing or delaying installation, maintenance or use of a satellite dish, or unreasonably increasing the cost of installing, maintain or using a satellite dish, the satellite dish shall be placed in a location which minimizes its visibility from the Common Properties and other Lots.

7.17 Lake. No swimming is permitted in any lake or other body of water located in the Common Properties. The Association does not and shall not make any representation about water quality in any lake or other body of water located in the Common Properties nor the edibility or quality of any fish caught in any lake or other body of water located in the Common Properties. **NEITHER THE ASSOCIATION NOR ANY OF ITS OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, USE, WATER QUANTITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN OR NEAR THE COMMUNITY EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME**

DOING SO AT THEIR OWN RISK. THE USE OF WATER BODIES AND LAKES SHALL NOT BE THE RESPONSIBILITY OF THE LISTED PARTIES.

ALL LOT OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES OR USING ANY WATER BODY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITATE OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

7.18 Helicopters. The Association reserves the absolute discretion to determine whether or not helicopters may be used, may land or take off or be present at the Community. In the event the Association permits such use on one or more occasions, the Association reserves the right to not permit such use on another occasion and to establish criteria regarding such use such as time, location, type of helicopter, and days of the week when helicopters may be so used.

7.19 Security Guards. The Association may employ guards to monitor the property and may determine to employ a guard company that utilizes armed guards. The Association nor any officer, director, employee, member or agency (including any American company) thereof shall be liable for any damage to property, personal injury, or death arising from the deeds or actions of such guards. **NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS AMENDED AND RESTATED DECLARATION, THE ASSOCIATION DOES NOT MAKE ANY REPRESENTATION WHATSOEVER AS TO THE SECURITY OF THE COMMUNITY OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL LOT OWNERS AGREE TO HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY OR SAFETY WITHIN THE COMMUNITY, AND THE ASSOCIATION DOES NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. THE ASSOCIATION SHALL NOT**

BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION. ALL MEMBERS, LOT OWNERS, MEMBER'S PERMITEES AND OCCUPANTS OF ANY LOT OR HOME, AND GUESTS, INVITEES AND LICENSEES OF MEMBERS, LOT OWNERS, MEMBER'S PERMITEES AND OCCUPANTS, ACKNOWLEDGE THAT THE ASSOCIATION AND THE BOARD DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEM OR OTHERWISE), IF ANY, RECOMMENDED BY, OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE BOARD OR THE ARCHITECTURAL REVIEW COMMITTEE, MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED, EACH MEMBER, LOT OWNER, MEMBER'S PERMITEE AND OCCUPANT OF ANY LOT OR HOME, AND GUEST, INVITEE AND LICENSEE OF SUCH MEMBER, LOT OWNER, MEMBER'S PERMITEE AND OCCUPANT, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL REVIEW COMMITTEE ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, LOT OWNER, MEMBER'S PERMITEE AND OCCUPANT OF ANY LOT OR HOME, AND GUEST, INVITEE AND LICENSEE OF SUCH MEMBER, LOT OWNER, MEMBER'S PERMITEE AND OCCUPANT, ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, THE BOARD AND THE ARCHITECTURAL REVIEW COMMITTEE HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTEES, NOT HAS ANY MEMBER, LOT OWNER, MEMBER'S PERMITEE, OCCUPANT, GUEST, INVITEE OR LICENSEE 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 BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

7.20 Member's Permittees. No Lot or Home shall be occupied by any person other than the Lot Owner(s) thereof and the applicable Member's Permittees and in no event other than as a residence. For purposes of this Amended and Restated Declaration, Member's Permittees shall be the following persons and such persons' families, provided that the Lot Owner or other permitted occupant must reside with his/her family: (i) an individual Lot Owner(s), (ii) an officer, director, stockholder or employee of a corporate Lot Owner, (iii) a partner in or employee of a partnership, Lot Owner, (iv) a fiduciary or beneficiary of an ownership in trust, (v) member of a

limited liability company, or (vi) occupants named or described in a lease, but only if approved in accordance with this Amended and Restated Declaration. Under no circumstances may more than one family reside in a Home at one time. As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabitating the Home as or together with the Lot Owner, as well as any live in household help of any Lot Owner or permitted occupant. As used herein, "guest" or words of similar import shall include only those persons who have a principal residence other than the Home. Unless otherwise permitted by the Board, a person(s) occupying a Home for more than one (1) month shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Amended and Restated Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Amended and Restated Declaration which apply to leases and lessees.

7.21 Gas Containers. No gas tank, gas container, or gas cylinder (except those initially installed by the Declarant, if any, or approved by the Architectural Review Committee in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on any Lot, and all such items shall be installed underground in every instance where gas is used. Notwithstanding the foregoing, small barbeque grills and fire pits with propane tanks of twenty pounds (20 lbs.) or less are permitted.

7.22 Variances; Exceptions. The Board (or the Architectural Review Committee as to those matters requiring the approval of the Architectural Review Committee) shall have the right and power to grant variances from the provisions of this Article 7 for good cause shown, as determined in the reasonable discretion of the Board or Architectural Review Committee, as appropriate. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 7 in any instance in which such variance is not granted.

7.23 Additional Rules and Regulations. Attached hereto as Exhibit "D" and incorporated as if fully set forth herein are certain additional rules and regulations of the Association which may be modified, in whole or in part, at any time by the Board without the necessity of recording an amendment hereto or thereto in the Public Records of the County. The Association, from time to time, by and through the Board, may adopt, amend, alter or rescind additional reasonable rules and regulations governing the Lots, Homes and the Common Properties of the Community. The provisions of this Article 7 and any other rules and regulations adopted by the Association shall be applicable to all of the Lots, Homes and the Common Properties of the Community.

ARTICLE 8 LEASE AND TRANSFER RESTRICTIONS

8.1 Leasing of Lots. The leasing of Lots, and any renewal or extension of an existing lease, shall be subject to the prior written approval of the Association. Every lease shall be in writing. All lease agreements entered into after the effective date of this Amended and Restated Declaration shall be deemed to and shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Amended and Restated

Declaration and with all rules and regulations adopted by the Association from time to time, and payment to the Association of an occupancy transfer fee in the amount equal of one quarter (1/4) of the annual General Assessment. The Association shall have the right, but not the obligation, to terminate such lease agreement upon any violation thereof by the tenant(s) and to eject such tenant(s) and seek all such other legal remedy as may be available to the Association. All attorneys' fees, costs and expenses, including appeals (if any), associated with such ejectment and/or action for other legal remedy as may be available to the Association shall be assessable against the Lot as a Specific Assessment, collectible by the Association in any lawful manner not limited to a manner similar to any other Assessment due, and to the extent permitted by law, not limited to the filing of an Assessment lien and subsequent foreclosure, for failure to satisfy such obligation.

The Lot Owner shall be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Properties, or the improvements thereon or any portion thereof, resulting from acts or omissions of tenants (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence of the tenant, and a Specific Assessments may be levied against the Lot therefor to the extent permitted by law. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

A tenant wishing to lease a Lot shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Properties, or to another Lot, or the improvements thereon or any portion thereof, resulting from acts or omissions of tenants (as determined in the sole discretion of the Board). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes, as amended from time to time.

No lease may automatically renew or extend the initial term of the lease. In the event a lease agreement contains such automatic renewal or extension language, such language in any lease agreement entered into after the effective date of this Amended and Restated Declaration shall be deemed null and void and be of no force or effect whatsoever. No portion of a Lot shall be leased. No Lot shall be subleased. No lease of a Lot shall be for a period of less than one (1) year. No Lot Owner may lease his/her Lot if such Lot Owner is delinquent in the payment of any monetary obligation to the Association. No Lot Owner may lease his/her Lot where such Lot Owner is in violation of the covenants, terms and conditions and restrictions of this Amended and Restated Declaration or with any rules and regulations adopted by the Association, from time to time, at the time such Lot Owner desires to lease his/her Lot. In the event a Lot Owner, whose Lot is leased, is delinquent in payment of his/her monetary obligations to the Association, the Association may, without limitation of other lawful remedies, make written demand to such Lot Owner and such Lot Owner's tenant(s) for payment of rent to be remitted to the Association in accordance with the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time.

Notice of intent to lease must be provided by the Lot Owner to the Association at least thirty (30) days prior to the date of such transaction. Such notice of intent to lease shall include

the following: (i) the name(s) and current address(es) of the intended tenant(s); (ii) a copy of the proposed lease agreement which includes all the terms thereof; (iii) an application fee not to exceed Two Hundred Dollars (\$200.00) per applicant, or such other amount as may be determined by the Board from time to time, to be used for the purposes of the lease application, including but not limited to background checks and credit checks; and (iv) such other information as the Association may reasonably require.

Within thirty (30) days of receipt of such correctly completed notice, the Association must either approve or disapprove the proposed lease agreement in writing to the Lot Owner. If the Association does not take action or disapprove the lease application within thirty (30) days, the lease application shall be deemed approved. Whether the proposed lease is approved, or, is deemed approved as a result of the expiration of 30 days without response from the Association, the payment of the occupancy transfer fee to the Association described herein, is a condition of occupancy by a tenant.

If the Board disapproves the proposed lease agreement, the lease agreement shall not be made. The Association shall have the right, without limitation of other lawful remedy, to evict and/or eject the unapproved tenant(s) (or unapproved resident, as the case may be) on behalf of the Lot Owner who fails to comply. All attorneys' fees, costs and expenses, including appeals (if any), associated with such eviction and/or ejectment shall be assessable against the Lot as a Specific Assessment.

The Board, in its sole discretion, may personally interview any intended tenant(s) at a date, time and place agreeable by the Board or may personally interview any intended tenant(s) via telephone, videophone or other real-time communication method, as determined by the Board (not the tenant).

The Association shall conduct a background and credit check on all intended tenant(s). Intended tenant(s) found to have one (1) of the following shall be denied:

- (i) a credit score below six hundred (600);
- (ii) a guilty plea or conviction of a crime of moral turpitude, such as and by way of example and not limitation, a felony involving violence to persons or property or a felony demonstrating extreme dishonesty;
- (iii) a history of being a "bad tenant", including by way of example and not limitation, a prior eviction/ejectment or a failure to abide by the governing documents of a prior community association or of the Association;
- (iv) a history of inability to meet financial obligations, including by way of example and not limitation, a prior or current foreclosure.

When a Lot is leased, a tenant shall have all use rights in the Common Properties otherwise readily available for use generally by Lot Owners, and the Lot Owner of the leased Lot shall not have such rights, except as a guest, unless such rights are waived in writing by the

tenant. Nothing herein shall interfere with the access rights of the Lot Owner as a landlord pursuant to Chapter 83, Florida Statutes, as amended from time to time. The Association shall have the right to adopt rules to prohibit dual usage by a Lot Owner and a tenant of the Common Properties and any other property of the Association otherwise readily available for use generally by Lot Owners.

8.2 Transfer of Lots. No Lot Owner may sell, transfer or otherwise convey any interest in and to his/her Lot without first obtaining the written approval of the Association. No Lot Owner may sell or convey any interest in a Lot unless all sums due the Association - including the Capital Payment Assessment described in Section 5.7 above - are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Lot Owner.

A Lot Owner intending to sell, transfer or otherwise convey his/her Lot or any interest therein shall submit to the Association a notice of his/her intention to transfer the Lot at least thirty (30) days prior to the date of such transfer (the "Closing Date"). Such notice of intent to transfer shall include the following: (i) the name(s) and current address(es) of the proposed transferee(s); (ii) a copy of the proposed purchase and sale agreement which includes all the terms thereof; (iii) an application fee not to exceed Two Hundred Dollars (\$200.00) per applicant, or such other amount as may be determined by the Board from time to time, to be used for the purposes of the transfer application, including but not limited to background checks and credit checks; and (iv) such other information as the Association may reasonably require. In the event a Lot Owner fails to provide the Association with such notice and upon the Association's knowledge of such unapproved transfer, the Association may at that time and without notice approve or disapprove the transfer.

Within thirty (30) days after the Association has received a properly completed notice of intent to transfer, the Association shall either approve or disapprove the proposed transfer in writing to the Lot Owner. If the Association does not take action or disapprove the transfer application within thirty (30) days, the transfer application shall be deemed approved.

If the Association disapproves the proposed transfer, the transfer shall not be made. The Association shall have the right, without limitation of other lawful remedy, to nullify the transaction, eject the unapproved transferee(s) and seek all such other legal remedy as may be available to the Association. All attorneys' fees, costs and expenses, including appeals (if any), associated with such action(s) shall be assessable against the Lot as a Specific Assessment.

The Board, in its sole discretion, may personally interview any intended transferee(s) at a date, time and place agreeable by the Board and such intended transferee(s) or may personally interview any intended tenant(s) via telephone, videophone or other real-time communication method, as determined by the Board (not transferee).

The Association shall conduct a background, criminal and credit check on all intended transferee(s). Intended transferee(s) found to have one (1) of the following may be denied in the full discretion of the Board of Directors:

(i) the applicant has been convicted by a court of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude; or after conviction, has not had their civil rights restored;

(ii) the application for approval, on its face, or the conduct of the applicant, indicates an intent to act in a manner inconsistent with the association's governing documents ;

(iii) the applicant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other residences, social organizations or associations; and;

(iv) the applicant has failed to provide the information required to process the application in a timely manner, or has materially misrepresented any fact or information provided in the application or screening process .

ARTICLE 9 ENFORCEMENT

9.1 Compliance by Lot Owners. Every Lot Owner, Member's Permittee, guest, invitee and licensee shall comply with the restrictions and covenants set forth herein and any and all rules and regulations which from time to time may be adopted by the Board, or any other agreement, document or instrument affecting the Community or administered by the Association.

9.2 Enforcement. Enforcement of the covenants and restrictions set forth in this Amended and Restated Declaration shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages, and against the Lot to enforce any lien created by these covenants. Failure by the Association or any Lot Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If Association counsel or other experts are retained to enforce any violations, the Lot Owner shall be responsible for all Association fees, costs and expenses. If legal action is instituted to enforce the covenants and restrictions of this Amended and Restated Declaration, or to settle any and all claims, disputes or other matters arising out of or relating to this Amended and Restated Declaration, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses, taxable or otherwise, at trial and through any and all court proceedings, including, but not limited to, any and all appeals, from the non-prevailing party. The prevailing party shall also be entitled to attorneys' fees, costs and expenses, including appeals, incurred in any proceedings to address fee entitlement and/or award. In addition to the foregoing, in the event that the Association engages the services of an attorney to seek enforcement of the covenants and restrictions of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws and/or the Association's rules and regulations, regardless of whether any legal proceeding is necessary for such enforcement, the Association shall be entitled to reimbursement of its costs and attorneys' fees, costs and expenses incurred in such enforcement. The costs and attorneys' fees and expenses so incurred to bring about compliance, or to obtain a judgment should litigation be necessary, shall be deemed to be a Specific

Assessment against the Lot and collectible in the same fashion as any other Assessment as provided in this Amended and Restated Declaration.

9.3 Voting Right Suspension. Pursuant to section 720.305, Florida Statutes, as amended from time to time, if a Lot Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the voting rights of such Lot Owner for such nonpayment. A voting rights suspension shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Lot Owner of the voting rights suspension by mail or hand delivery. A voting interest which has been suspended may not be counted towards the total number of voting interests for any purpose, including but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election or the number of voting interests required to approve an action pursuant to the this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws and/or the Association's rules and regulations, as they may each be amended from time to time. The voting rights suspension shall end upon full payment of all monetary obligations currently due or overdue to the Association.

9.4 Use Rights Suspension and Fines. In addition to all other remedies available to the Association, pursuant section 720.305, Florida Statutes, as amended from time to time, the Board may suspend, for a reasonable period of time, the rights of any Lot Owner and/or the Member's Permittees, guests, invitees and licensees to use the Common Properties, and may levy a reasonable fine, not to exceed One Hundred Dollars and No Cents (\$100.00) per violation, against any Lot Owner and/or the Member's Permittees, guests, invitees and licensees for any violation of this Amended and Restated Declaration, the Amended and Restated Articles, the Amended and Restated By-Laws and/or the Association's rules and regulations, as they each may be amended from time to time. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue at One Hundred Dollars and No Cents (\$100.00) per day per violation, without limit (therefore may exceed One Thousand Dollars and No Cents (\$1,000.00)), until the violation(s) are brought into compliance. Without limitation of other lawful remedies, failure to satisfy any fine greater than One Thousand Dollars and No Cents (\$1,000.00) may be collected in the same manner as a delinquent Assessment, including the recordation of a lien against the Lot and subsequent foreclosure. Included in such suspension may be the Owner's right to access the "Residents" access gate (requiring the Owner to use the "Guest" access gate).

The rights of a Lot Owner and/or the Member's Permittees, guests, invitees and licensees to use the Common Properties may be suspended and/or a fine may be levied against such Lot Owner and/or the Member's Permittees, guests, invitees and licensees by the Board at a properly noticed meeting of the Board. However, the suspension or fine may not be imposed until the individual sought to be suspended or fined has had an opportunity to appear at a hearing before a compliance committee (the "Compliance Committee"), which shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the violating individual. Only if the Compliance Committee, by majority vote, approves the proposed suspension and/or fine at such hearing can it be imposed. The suspension and/or fine is effective upon mailing or hand delivering written notice to the violating individual of the suspension and/or fine.

The suspension of the right of a Lot Owner and/or the Member's Permittees, guests, invitees and licensees to use the Common Properties shall not apply to that portion of Common Properties used to provide access or utility services to such Lot Owner's Lot and shall not impair the right of a Lot Owner or Member's Permittee of such Lot to have vehicular and pedestrian ingress to and egress from the Lot, including but not limited to, the right to park.

The Compliance Committee shall consist of at least three (3) Lot Owners appointed by the Board, who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee.

9.5 Non-Exclusive Remedy: The rights and remedies of the Association as set forth in this Article 9 shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE 10 INSURANCE

10.1 Common Properties. The Association shall keep all improvements, facilities and fixtures located within the Common Properties, insured against loss or damage by fire or other casualty for the full insurable replacement value thereof (with reasonable deductibles and normal exclusions for land, excavation costs and similar matters), and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for an on behalf of itself and all Members. The insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association. All insurance policies shall contain standard clauses, if applicable.

To the extent obtainable at reasonable rates, the insurance policy(ies) maintained by the Association shall contain provisions, or be accompanied by endorsements, for: agreed amount and inflation guard, demolition costs, contingent liability from operation of building laws and increased costs of construction.

10.2 Replacement or Repair of Property. In the event of damage to or destruction of any portion of the properties insured by the Association, the Association shall repair or replace the same from the insurance proceeds available, subject to the provisions of Article 11 of this Amended and Restated Declaration.

10.3 Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Members and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by

negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

10.4 Liability and Other Insurance. The Association shall have the power to and shall obtain comprehensive public liability insurance, including medical payments and malicious mischief, with coverage of at least One Million Dollars and No Cents (\$1,000,000.00) (if available at reasonable rates and upon reasonable terms) for any single occurrence, insuring against liability for bodily injury, death and property damage arising from the activities of the Association or with respect to the Common Properties (but not the Lots), including, if obtainable, a cross liability endorsement insuring each Member against liability to each other Member and to the Association and vice versa and coverage for legal liability resulting from lawsuits related to employment contracts shall also be maintained. The Association may also obtain Worker's Compensation insurance and other liability insurance as it may deem desirable, insuring each Member and the Association and its Board of Directors and officers, from liability in connection with the Common Properties, the premiums for which shall be Common Expenses and included in the assessments made against the Members. The Association may also obtain such other insurance as the Board deems appropriate. All insurance policies shall be reviewed at periodically by the Board of Directors and the limits increased in its discretion.

The Board may also obtain such errors and omissions insurance, indemnity bonds and other insurance as it deems advisable, insuring the Board or any management company engaged by the Association against any liability for any act or omission in carrying out their obligations hereunder, or resulting from their membership on the Board or any committee thereof. Pursuant to section 720.3033, Florida Statutes, as amended from time to time, the Association shall maintain a fidelity bond for all "persons who control or disburse funds of the Association". The fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 10.4, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer of the Association.

ARTICLE 11

DAMAGE OR DESTRUCTION TO INSURED PROPERTIES

11.1 Casualty. Damage to or destruction of all or any portion of the properties insured by the Association (the "Insured Properties") shall be handled in the following manner, notwithstanding any provision in this Amended and Restated Declaration to the contrary:

11.1.1 In the event of damage to or destruction of the Insured Properties, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Insured Properties to be repaired and reconstructed substantially as it previously existed.

11.1.2 If the insurance proceeds are within Five Hundred Thousand Dollars and No Cents (\$500,000.00) or less of being sufficient to effect total restoration of the Insured Properties to be repaired **and** reconstructed substantially as it previously existed and the

difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Lot Owners in equal shares.

11.1.3 If the insurance proceeds are insufficient by more than Five Hundred Thousand Dollars and No Cents (\$500,000.00) to effect total restoration of the Insured Properties, then by written consent or vote of a majority of the Members, they shall determine, whether (i) to rebuild and restore the Insured Properties in substantially the same manner as they existed prior to damage and to raise the necessary funds over the insurance proceeds by levying Special Assessments against all Members, (ii) to rebuild and restore in a way which is less expensive than replacing the Insured Properties in substantially the same manner as they existed prior to being damaged, or (iii) subject to the approval of the Board, to not rebuild and to retain the available insurance proceeds. Anything to the contrary herein notwithstanding, no decision not to rebuild or to rebuild in a manner which would result in a change in the Insured Properties shall be effective without the written approval of the Board and the Architectural Review Committee, either of which can require rebuilding as they deem appropriate.

11.2 Member Liability. Each Member shall be liable to the Association for any damage to the Insured Properties not fully covered by collected insurance which may be sustained by reason of the negligence or willful misconduct of any Member or such Member's Permittees. Notwithstanding the foregoing, the Association reserves the right to charge such Member an assessment equal to the increase, if any, in the insurance premium directly attributable to the damage caused by such Member. In the case of joint ownership of a Lot/Home, the liability of such Member shall be joint and several. The cost of correcting such damage shall be an Specific Assessment against the Member and may be collected as provided herein for the collection of Assessments.

ARTICLE 12 MORTGAGEE PROTECTION

Unless at least sixty-six and two-thirds percent (66-2/3%) of first mortgagees (based upon one vote for each mortgage owned), and the Members holding at least sixty-six and two-thirds percent (66-2/3%) of the votes entitled to be cast by them, have given their prior written approval, neither the Association nor the Lot Owners shall:

(i) by act or omission, seek to sell or transfer the Common Properties and any improvements thereon which are owned by the Association (the granting of easements for utilities or for other such purposes consistent with the intended use of such property by the Association or the transfer of the Common Properties to another similar association of the Lot Owners in accordance with the Amended and Restated Articles or dedication of such property to the public shall not be deemed a transfer within the meaning of this clause);

(ii) change the basic method of determining the obligations, assessments, dues or other charges which may be levied against a Lot, except as provided herein with respect to future Lots;

(iii) by act or omission, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Community;

(iv) fail to maintain fire and extended insurance on insurable portions of the Common Properties as provided herein; or

(v) use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of the improvements.

ARTICLE 13 GENERAL PROVISIONS

13.1 Duration. The covenants and restrictions of this Amended and Restated Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by the Association, the Architectural Review Committee and the Lot Owner of any land subject to this Amended and Restated Declaration, and their respective legal representatives, heirs, successors and assigns.

13.2 Notice. Any notice required to be sent to any Member or Lot Owner under the provisions of this Amended and Restated Declaration shall be deemed to have been properly sent when personally delivered, mailed or electronically transmitted to the last known address, facsimile number or electronic address of the person who appears as Member or Lot Owner on the records of the Association at the time of such delivery, mailing or electronic transmission. A Member or Lot Owner must provide his/her written consent to the Association to receive notices by electronic transmission.

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

13.4 Amendment. This Amended and Restated Declaration may be amended by the approval of at least sixty-six and two-thirds percent (66-2/3%) of all of the Lot Owners. Further, no provision of this Amended and Restated Declaration may be amended if such original provision is required to be included herein by the Code of Palm Beach County, Florida. The foregoing sentence may not be amended. Notwithstanding any provision to the contrary contained herein, in the event any amendment of this Amended and Restated Declaration shall propose to alter the surface water management system (including any environmental conservation areas and any water management portions of the Common Properties) such amendment must be submitted to the South Florida Water management District for a determination whether any such amendment shall necessitate a modification of any surface water

management permit(s) applicable to the Community. Pursuant to section 720.306, Florida Statutes, as amended from time to time, within thirty (30) days after recording an amendment to this Amended and Restated Declaration, the Association shall mail or electronically transmit a copy of the amendment to the Lot Owners. In lieu of providing a copy of the amendment to the Lot Owners, the Association may mail or electronically transmit written notice to the Lot Owners within thirty (30) days after recording an amendment to this Amended and Restated Declaration so long as (i) a copy of the proposed amendment was provided to the Lot Owners prior to the vote to approve the amendment and (ii) the proposed amendment was not changed prior to such vote. Such written notice in lieu of providing copies shall provide the official book and page number of the recorded amendment and that a copy of the recorded amendment is available at no charge to the Lot Owner upon written request to the Association.

13.5 Effective Date. This Amended and Restated Declaration shall become effective upon its recordation in the Public Records of Palm Beach County.

13.6 Gender and Names. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

13.7 Captions. The captions used in this Amended and Restated Declaration and the exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text of this Amended and Restated Declaration or any exhibits hereto.

13.8 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Amended and Restated Declaration and the exhibits attached hereto or otherwise, this Amended and Restated Declaration shall take precedence over the Amended and Restated Articles, the Amended and Restated By-Laws and applicable rules and regulations; the Amended and Restated Articles shall take precedence over the Amended and Restated By-Laws and applicable rules and regulations; and the Amended and Restated By-Laws shall take precedence over applicable rules and regulations, all as may be amended from time to time.

13.9 Standards for Consent, Approval, Completion, Other Action and Interpretation. Whenever this Amended and Restated Declaration shall require the consent, approval, completion, substantial completion, or other action by the Association or the Architectural Review Committee, such consent, approval or action may be withheld in the reasonable discretion of the party requested to give such consent or approval or take such action, and all matters required to be completed or substantially completed by the Association shall be deemed so completed or substantially completed when such matters have been completed or substantially completed in the reasonable opinion of the Association. This Amended and Restated Declaration shall be interpreted by the Board and an opinion of counsel to the Association rendered in good faith that a particular interpretation is not unreasonable shall conclusively establish the validity of such interpretation.

13.10 Expansion and Modification of Off-Site Roadways and Utilities Thereon. **EACH LOT OWNER, BY REASON OF HAVING ACQUIRED OWNERSHIP (WHETHER BY PURCHASE, GIFT, OPERATION OF LAW OR OTHERWISE), AND EACH**

OCCUPANT OF A HOME BY REASON OF OCCUPANCY, ACKNOWLEDGES AND AGREES THAT CERTAIN ROADS, INCLUDING, BUT NOT LIMITED TO LYONS ROAD A/K/A HALF-MILE ROAD WHICH ARE LOCATED ALONG AND ADJACENT TO THE COMMUNITY MAY, AT ANY TIME IN THE FUTURE, BE EXPANDED WITH MORE TRAFFIC LANES OR AS MAY BE OTHERWISE MODIFIED.

ADDITIONALLY, EACH LOT OWNER, BY REASON OF HAVING ACQUIRED OWNERSHIP (WHETHER BY PURCHASE, GIFT, OPERATION OF LAW OR OCCUPANCY, SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED AND EACH SUCH LOT OWNER, OCCUPANT AND USER OF THE COMMUNITY ARE PLACED ON NOTICE THAT (I) IN ORDER FOR FLORIDA POWER & LIGHT TO PROVIDE UTILITY SERVICES TO THE COMMUNITY, POWER LINES, POLES AND TRANSFORMERS MAY BE ADDED, MOVED OR EXPANDED AROUND THE PERIMETER OF THE COMMUNITY AND/OR ON OTHER SIDE OF LYONS ROAD; AND (II) ANY SUCH EXPANSION, ADDITION OR MOVEMENT OF THE SUBJECT POWER LINES, POLES AND/OR TRANSFORMERS MAY RESULT IN THE PLACEMENT OF OVERHEAD POWERLINES NEAR THE COMMUNITY, WHICH MAY BE VISIBLE FROM ALL DIRECTIONS.

13.11 Disclaimer of Warranties. ALL LOT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE LOTS SHALL BE DEEMED TO HAVE EXPRESSLY ACKNOWLEDGED THAT: (I) THE ASSOCIATION NOR THE BOARD HAS MADE AND DID NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE COMMON PROPERTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE), WHICH MIGHT BE DEEMED PERTINENT BY ANY LOT OWNER IN DETERMINING TO PURCHASE ANY LOT; (II) NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE AND THAT SUCH LOT OWNER IS NOT RELYING UPON SAME; AND (III) THE ASSOCIATION NOR THE BOARD SHALL BE LIABLE FOR OR BOUND IN ANY MANNER BY ANY PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE COMMON PROPERTIES MADE OR FURNISHED BY ANY BROKER, REAL ESTATE AGENT, EMPLOYER, SERVANT OR ANY OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT THE ASSOCIATION OR THE BOARD.

13.12 Liability of the Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE AMENDED AND RESTATED ARTICLES, AMENDED AND RESTATED BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, NOR IN ANY MANNER BE DEEMED A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE COMMUNITY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS, MEMBER'S PERMITTEES OR SUBCONTRACTORS OR FOR ANY PROPERTY OR ANY SUCH PERSONS. NEITHER THE ASSOCIATION NOR ANY OFFICER,

DIRECTOR, EMPLOYEE, COMMITTEE MEMBER OR AGENT (INCLUDING ANY MANAGEMENT COMPANY) THEREOF SHALL BE LIABLE FOR ANY DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH ARISING FROM OR CONNECTED WITH ANY ACT OR OMISSION OF ANY OF THE FOREGOING PARTIES DURING THE COURSE OF PERFORMING ANY DUTY OR EXERCISING ANY RIGHT (INCLUDING WITHOUT LIMITATION, PERFORMING MAINTENANCE WORK WHICH IS THE DUTY OF THE ASSOCIATION OR EXERCISING ANY REMEDIAL MAINTENANCE OR ALTERATION RIGHTS UNDER THE AMENDED AND RESTATED DECLARATION) REQUIRED OR AUTHORIZED TO BE DONE BY THE ASSOCIATION, OR ANY OF THE OTHER AFORESAID PARTIES, UNDER THIS AMENDED AND RESTATED DECLARATION OR OTHERWISE AS REQUIRED OR PERMITTED BY LAW.

13.13 Waiver of Jury Trial. The each Lot Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Home by reason of occupancy hereby shall be deemed to have knowingly, voluntarily and intentionally waived the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Amended and Restated Declaration or any document contemplated to be executed (or which may be executed) in connection herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or any actions of the Association, the Lot Owner or any such occupant, with respect to any matter arising out of or in any way related to the terms, conditions, liabilities or obligations arising under this Amended and Restated Declaration or any document contemplated to be executed (or which may be executed) in connection therewith.

13.13.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE COMMUNITY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE COMMUNITY AND THE VALUE THEREOF.

13.13.2 THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES.

13.13.3 ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE, SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH LOT OWNER (BY VIRTUE OF ACCEPTANCE OF TITLE TO THE LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE COMMUNITY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS SECTION 13.13 AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION 13.13.

AS USED IN THIS SECTION 13.13, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

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

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The foregoing was adopted as the Amended and Restated Declaration of Covenants and Restrictions of Stone Creek Ranch at a meeting of the membership on the 24th day of September, 2020.

Signed, sealed and delivered
in the presence of:

ASSOCIATION

STONE CREEK HOMEOWNERS'
ASSOCIATION, INC.

a Florida not-for-profit corporation

[Signature]
Print Name: LEONARD ROBINS

[Signature]
Print Name: Stephanie Cathon

By: [Signature]
Its: President

Print Name: Stephen Robins

Attest: [Signature]

Print Name: _____

Its: Secretary
Print Name: Ali Moledina

Print Name: _____

STATE OF FLORIDA)
 BEAWARE)ss:
COUNTY OF PALM BEACH)

The foregoing Amended and Restated By-Laws were acknowledged before me by means of ✓ physical presence or _____ online notarization, this 24th day of Sept. ~~September~~, 2020, by STEPHEN ROBINS, President and by ALI MOLEDINA, Secretary of Stone Creek Ranch Homeowners' Association, Inc., who produced _____ as identification.

[Signature]
Notary Public

Karen J. Pinnoch
Printed Name of Notary Public

My commission expires:

(SEAL)

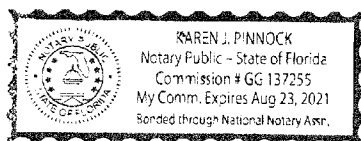


EXHIBIT "A"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

NOT A CERTIFIED COPY

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, desiring to form a corporation not for profit under Chapter 617, Florida Statutes, hereby adopts these Amended and Restated Articles of Incorporation (these "Amended and Restated Articles") and certifies as follows:

**ARTICLE 1
DEFINITIONS**

All initially capitalized terms used herein which are defined in the Amended and Restated Declaration of Covenants and Restrictions for Stone Creek Ranch, as may be amended from time to time (the "Amended and Restated Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Amended and Restated Declaration to which these Amended and Restated Articles are attached as Exhibit "A".

**ARTICLE 2
NAME AND ADDRESS**

The name of the corporation shall be STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC., which is hereinafter referred to as the "Association". The principal address of the Association shall be 16281 Lyons Road, Delray Beach, Florida 33446, and the mailing address of the Association shall be 16281 Lyons Road, Delray Beach, Florida 33446, or at such other principal address or mailing address as may be subsequently designated by the Board.

**ARTICLE 3
PURPOSES**

The objects and purposes of the Association are those objects and purposes as are authorized by the Amended and Restated Declaration and to engage in such other lawful activities as may be to the mutual benefit of the Members and the Community. The further objects and purposes of the Association are to preserve the values and amenities in the Community and to maintain the Common Properties for the benefit of the Members of the Association. The Association is organized as a not-for-profit corporation, and no part of the net earnings, if any, shall inure to the benefit of any Member or individual person, firm or corporation.

**ARTICLE 4
POWERS**

Without limitation, the powers of the Association shall include and be governed by the following provisions:

4.1 Common Law and Statutory Powers. The Association shall have all common-law and statutory powers of a corporation not-for-profit under Florida law which are not in conflict with the Amended and Restated Declaration, these Amended and Restated Articles and the Amended and Restated By-Laws, including those powers under and pursuant to Chapter 617, Florida Statutes, as may be amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time. In the event of any conflict between the provisions of Chapter 617, Florida Statutes, as amended from time to time, and Chapter 720, Florida Statutes, as amended from time to time, the provisions of Chapter 720, Florida Statutes, as amended from time to time, shall apply. In the event of any conflict between these Amended and Restated Articles and the Amended and Restated By-Laws, these Amended and Restated Articles shall control; and in the event of any conflict between these Amended and Restated Articles and the Amended and Restated Declaration, the Amended and Restated Declaration shall control.

4.2 Necessary Powers. The Association shall also have those powers reasonably necessary to fulfill the purposes for which the Association was formed, which powers shall include, but not be limited to, the following:

- (a) To make and collect assessments for the operation, management and upkeep of the Common Properties pursuant to the Amended and Restated Declaration.
- (b) To maintain, repair, replace, reconstruct after casualty, operate and manage the Common Properties pursuant to the Amended and Restated Declaration.
- (c) To purchase equipment, supplies and material as may be required in the maintenance, repair, replacement, operation and management of the Common Properties pursuant to the Amended and Restated Declaration.
- (d) To sell the Common Properties or any portion thereof.
- (e) To acquire and pay for insurance on the Common Properties, as set forth in the Amended and Restated Declaration for the protection of the Association and the Community and to acquire and pay for directors and officers errors and omission and liability insurance to protect the directors and officers of the Association.
- (f) To make, amend, alter, rescind and promulgate reasonable rules and regulations for the use and appearance of the Common Properties and the Lots for the benefit, health, safety, welfare and happiness of the Members.
- (g) To provide for management, maintenance and operation of the Common Properties pursuant to the Amended and Restated Declaration and to delegate to a management entity or management agent those powers and duties which are not specifically required by these Amended and Restated Articles to be retained by the Board.
- (h) To hire employees to perform the services needed for the proper operation of the Association duties.

(i) To use and expend the monies collected by the Association to effectuate its purposes and powers, including but not limited to the payment of utilities and all taxes and assessments made by public bodies which may be levied upon the Common Properties.

(j) To select depositories for the Association funds and to determine the manner of receiving, depositing and disbursing corporate funds in the form of a check, which shall be signed in accordance with the Amended and Restated By-Laws.

(k) To hire attorneys, accountants, engineers and other professionals as the need arises and the interest of the Association warrants.

(l) To enforce by legal means the provisions of the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws and the Rules and Regulations, as they all may be amended from time to time.

(m) To possess, enjoy and exercise all powers necessary to implement, enforce and carry into effect the powers above described, including the power to acquire, hold, convey real and personal property.

(n) To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of purposes and powers of the Association under the Amended and Restated Declaration, these Amended and Restated Articles, the Amended and Restated By-Laws and the Rules and Regulations, as they all may be amended from time to time.

(o) Borrow money and assign the right to assess and collect assessments as collateral for such borrowing.

(p) To file and defend actions in court or arbitration on behalf of the Association.

(q) To levy fines against Members for violation of the Association governing documents.

ARTICLE 5 MEMBERS

5.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. No Member may assign, hypothecate or transfer in any manner his/her membership in the Association except as an appurtenance to his/her Lot. Any member of the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member of the Association with respect to such Lot and shall lose his/her rights and privileges of being a Member of the Association resulting from ownership of such Lot. A beneficiary of a trust (as

defined in former section 737.303(4)(b), Florida Statutes), provided said beneficiary occupies the Lot, or a grantor (as defined in section 733.703(3), Florida Statutes) of a trust which has a record ownership interest in a Lot (but not merely as a security interest) shall be deemed a Member of the Association. Said grantor or beneficiary shall provide the Association a copy of the relevant pages of the trust to verify same.

5.2 Voting Rights. Each Lot shall be entitled to one (1) vote on all matters wherein a vote of the Member is required. Unless specifically stated otherwise herein or in the Amended and Restated Declaration of Covenants or Restrictions or the Amended and Restated By-Laws, a majority of Members at a duly called meeting shall be deemed an affirmative vote, they hold the interests required for membership by Section 5.1 above.

5.3 Meetings of Members. Attendance by at least twenty (20%) of the total number of Members in good standing present in person or by proxy shall constitute a quorum.

5.4 General Matters. When reference is made herein, or in the Amended and Restated Declaration, the Amended and Restated By-Laws, the Association rules and regulations, management contracts, or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members.

ARTICLE 6 CORPORATE EXISTENCE

The Association shall have perpetual existence; provided, however, that if the Association is ever dissolved, its assets shall be conveyed to another association or a public agency having a similar purpose.

ARTICLE 7 BOARD OF DIRECTORS

The property, business and affairs of the Association shall be managed by the Board, which shall consist of not less than three (3) directors, but may consist of as many directors as the Board shall determine no later than ninety (90) days prior to an Annual Meeting, where directors are elected. The directors shall be elected in the manner set forth in the Amended and Restated By-Laws. All directors shall be natural persons who are eighteen (18) years of age or older and Members of the Association, or shall be authorized representatives, trustees, members, officers or employees of an entity Members of the Association and must comply with any and all additional eligibility requirements set forth in Chapter 720, Florida Statutes.

ARTICLE 8 OFFICERS

The affairs of the Association shall be managed by a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time designate in the Board's sole discretion, the powers and duties of which shall be designated by the Board

as the Board deems necessary in its sole discretion, all of whom shall serve at the pleasure of the Board and shall meet the eligibility requirements as set forth in Chapter 720, Florida Statutes, as amended from time to time. The names and addresses of the current officers of the Association, who shall hold office until their successors are duly elected in the manner set forth in the Amended and Restated By-Laws are as follows:

PRESIDENT	Stephen Robins	9521 Jagged Creek Court Delray Beach, Florida 33446
VICE PRESENT	Robert Picow	10641 Quiet Vista Circle Delray Beach, Florida 33446
SECRETARY	Ali Moledina	16201 Quiet Vista Circle Delray Beach, Florida 33446
TREASURER	Ashwin Vasan	9303 Hawk Shadow Lane Delray Beach, Florida 33446

ARTICLE 9 BY-LAWS

The Amended and Restated By-Laws may be amended in the manner set forth in the Amended and Restated By-Laws; provided, however, that at no time shall the Amended and Restated By-Laws conflict with Florida Statute Chapter 720 as currently exists, these Amended and Restated Articles or the Amended and Restated Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

ARTICLE 10 AMENDMENTS

These Amended and Restated Articles may be amended by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all of those Members who vote, in person or by limited proxy, at a meeting of the Members, called in accordance with the provisions of the Amended and Restated By Laws, at which a quorum is attained; provided however, that no such amendments shall conflict with Florida Statute Chapter 720 currently exists, the terms of the Amended and Restated Declaration or the Amended and Restated By-Laws. Any attempt to amend contrary to this prohibition shall be of no force or effect. A copy of any amendment which is adopted shall be accepted and certified by the Secretary of State and be recorded in the Public Records of Palm Beach County, Florida.

ARTICLE 11 INITIAL SUBSCRIBER

The name and address of the initial subscriber to the initial Articles of Incorporation is as follows:

Dean Borg

1000 Clint Moore Road, Suite 110
Boca Raton, Florida 33487

ARTICLE 12 INDEMNIFICATION

12.1 The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he/she is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was unlawful.

12.2 The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he/she is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnify for such expenses which such court shall deem proper.

12.3 To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 12.1 or 12.2 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses actually and reasonably incurred by him/her in connection therewith.

12.4 Any indemnification under Sections 12.1 or 12.2, unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he/she has met the applicable standard of conduct set forth in Sections 12.1 or 12.2. Such determination shall be made:

(a) By the Board by a majority vote of directors who were not parties to such proceeding;

(b) If such a quorum is not obtainable or, even if obtainable, by majority vote of a committee duly designated by the Board (in which directors who are parties may participate) consisting solely of two (2) or more directors not at the time parties to the proceeding;

(c) By independent legal counsel:

i) selected by the Board prescribed in Paragraph (a) of this Section 12.4 or the committee prescribed in Paragraph (b) of this Section 12.4; or

ii) if a quorum of the directors cannot be obtained for Paragraph (a) of this Section 12.4 and the committee cannot be designated under Paragraph (b) of this Section 12.4, selected by majority vote of the full Board (in which directors who are parties may participate); or

iii) By a majority of the voting interests of the Members of the Association who were not parties to such proceeding.

12.5 Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel persons specified by Section 12.4(c) shall evaluate the reasonableness of expenses and may authorize indemnification.

12.6 Expense incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he/she is ultimately found not to be entitled to indemnification by the Association pursuant to this Article 12. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board deems appropriate.

12.7 The indemnification and advancement of expenses provided pursuant to this Article 12 are not exclusive and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under the Amended and Restated By-Laws, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication

establishes that his/her actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

(a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his/her conduct was lawful or had no reasonable cause to believe his/her conduct was unlawful;

(b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

(c) Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the Members of the Association.

12.8 Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

12.9 Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the Members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

(a) The director, officer, employee, or agent is entitled to mandatory indemnification under Section 12.3, in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

(b) The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Section 12.7; or

(c) The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Section 12.1 or Section 12.2 unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or acted in a manner he/she reasonably believes to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any proceeding

by judicial, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he/she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe that his/her conduct was unlawful.

12.10 For purposes of this Article 12, the term “expenses” shall be deemed to include attorneys’ fees, including those for any appeals, the term “liability” shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding, the term “proceeding” shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term “agent” shall be deemed to include a volunteer, the term “serving at the request of the Association” shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

12.11 Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article 12 shall be applicable as to any party eligible for indemnification hereunder who has not given his/her prior written consent to such amendment.

12.12 The provisions of this Article 12 shall not be amended.

ARTICLE 13 REGISTERED AGENT

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Steven L. Daniels, Esq., Saul Ewing Arnstein & Lehr, LLP, 515 North Flagler Drive, Suite 1400, West Palm Beach, Florida 33401. The Association shall have the right to designate subsequent registered agents without amending these Amended and Restated Articles.

ARTICLE 14 CAPTIONS

The captions utilized herein are for reference purposes only and shall not be considered binding, persuasive or conclusive upon the interpretation of any of the paragraphs hereunder.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation were executed at Palm Beach County, Florida this 24th day of September, 2019 SR

Signed, sealed and delivered
in the presence of:

ASSOCIATION

[Signature]
Print Name: LEONARD DRIBINS

[Signature]
Print Name: Stephanie Robinson

STONE CREEK HOMEOWNERS'
ASSOCIATION, INC.
a Florida not-for-profit corporation

By: [Signature]
Its: President

Print Name: Stephan Robinson

STATE OF FLORIDA)
COUNTY OF BROWARD)ss:
(PALM BEACH)

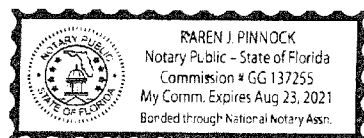
The foregoing Amended and Restated Articles of Incorporation were acknowledged before me by means of ✓ physical presence or online notarization, this 24th day of September, 2020, by STEPHEN ROBINSON as President of Stone Creek Ranch Homeowners' Association, Inc., who produced as identification.

[Signature]
Notary Public

Karen J. Pinnock
Printed Name of Notary Public

My commission expires:

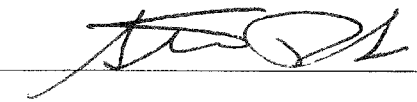
(SEAL)



ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for the above stated not-for-profit corporation at the place designated in these Amended and Restated Articles of Incorporation, the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 15 day of OCT., 2020.


By: STEVEN DANIELS
(Registered Agent)

NOT A CERTIFIED COPY

EXHIBIT "B"
AMENDED AND RESTATED
BY-LAWS
OF
STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.

NOT A CERTIFIED COPY

**AMENDED AND RESTATED
BY-LAWS
OF
STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE 1
IDENTIFICATION**

These are the Amended and Restated By-Laws of Stone Creek Ranch Homeowners' Association, Inc. (the "Amended and Restated By-Laws"). Stone Creek Ranch Homeowners' Association Inc. (the "Association") is a corporation not-for-profit, organized pursuant to and under Chapter 617, Florida Statutes, as exists on the date hereof, and Chapter 720, Florida Statutes, as exists on the date hereof, for the purpose, among other things, of administering, managing, operating and maintaining the residential community known as "Stone Creek Ranch". If utilized by the Association, the seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not-For-Profit."

**ARTICLE 2
DEFINITIONS**

All initially capitalized terms used herein which are defined in the Amended and Restated Declaration of Covenants and Restrictions for Stone Creek Ranch, as may be amended from time to time (the "Amended and Restated Declaration"), and not otherwise defined herein, shall have the same meaning as set out in the Amended and Restated Declaration to which these Amended and Restated Articles are attached as Exhibit "B".

**ARTICLE 3
MEMBERSHIP AND MEETINGS OF MEMBERS**

3.1 Membership. The qualification for membership, the manner of admission to the membership, the voting rights of such membership and the termination of such membership shall be as set forth in the Amended and Restated Articles.

3.2 Annual Members Meeting. The annual meeting of the Members shall be held every twelve (12) months at such time and place as shall be determined by the Board. The election of directors shall be held at, or in conjunction with, the annual meeting. The presiding officer of the annual meeting of the Members shall be the President. In the absence of the President, the Vice President shall preside; in the absence of both the President and the Vice President, the directors present shall designate a director in attendance to preside.

3.3 Special Members Meeting. Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, or by any two (2) or more members of the Board, or upon written request of the Members who own at least ten percent (10%) of the Lots and are entitled to vote. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting. The presiding officer of a special meeting of the Members shall be the President. In the absence of the President, the Vice

President shall preside; in the absence of both the President and the Vice President, the directors present shall designate a director in attendance to preside.

3.4 Notice. Written notice of all Membership meetings shall be mailed or delivered to each Member at such regular and electronic mailing address as appears in the official records of the Association and shall be conspicuously posted on the Common Properties at least fourteen (14) days prior to the Membership meeting, except in the event of an emergency. All notices of Membership meetings shall state the date, time and location of the meeting being called, shall provide an agenda for which the meeting is called as hereinafter set forth. In lieu of mailing or delivering Membership meeting notice to a Member, such notice may be sent by electronic transmission to a Member. Members desiring to receive notice by electronic transmission shall provide written consent to the Association to receive notice by electronic transmission. Proof of mailing, delivering or electronic transmission of notice shall be given by affidavit of the person who mailed, delivered or electronically transmitted such notice; such affidavit shall be then be maintained among the official records of the Association. Any Member may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.5 Order of Business. The order of business at the annual meeting of the Membership and as far as practical at other Membership meetings shall be as follows:

- i) Calling of the roll.
- ii) Proof of notice of meeting or waiver of notice.
- iii) Reading and disposal of any unapproved minutes.
- iv) Report of officers.
- v) Report of committees.
- vi) Election of inspectors of elections.
- vii) Election of directors.
- viii) Unfinished business.
- ix) New business.
- x) Adjournment.

3.6 Quorum and Decisions. The presence, in person or by proxy, at a meeting of Members in good standing entitled to cast no less than twenty percent (20%) of the votes of the Membership shall constitute a quorum. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present. Members shall be entitled to one (1) vote for each Lot owned subject only to the Association's right to suspend a Member's right to vote for the nonpayment of any monetary obligation due to the Association that is more than ninety (90) days delinquent in accordance with the relevant provisions of Chapter 720, Florida Statutes. Unless otherwise prohibited, Members may vote in person, by limited proxy or by written consent in lieu of a meeting pursuant to the relevant provisions of Chapter 617, Florida Statutes.

3.7 Adjourned Meetings. If at any meeting of the membership there shall be less than a quorum present, the majority of those Members present may adjourn the meeting, from time to time, to a date, time and location certain in order to achieve the necessary quorum. Any business

which might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. In the event the adjourned meeting is the annual meeting of the Membership at which new directors are to be elected, the then existing directors shall remain on the Board until new directors are elected or appointed.

3.8 Minutes. Minutes of all meetings of the Members shall be kept in a businesslike manner and be available for inspection by the Members, after such minutes have been reviewed and approved by the Board.

3.9 Proxies. A proxy is an instrument containing the appointment of a person who is substituted by a Member to cast such Member's vote in the Member's place. A Member's vote cast by proxy shall only be cast by limited proxy; however, general proxies may be used in order to achieve a quorum of the Members. To be valid, all proxies shall (i) be in writing, (ii) provide the date on which the proxy was given, (iii) provide the date, time and location of the meeting for which the proxy is given, (iv) be signed by the Member authorized to give such proxy or by the person designated in a voting certificate signed by the Member as the person authorized to cast the vote attributable to such Lot, and (v) be filed with the Secretary before or at the appointed time of the meeting, in order to be effective. Limited proxies shall additionally provide the Member's vote for such specific items as are being voted upon by the Members at the meeting for which the limited proxy is given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place. The proxy holder, or substitute proxy holder, must personally attend the meeting for which such proxy is given in order for such proxy to be valid. A proxy is revocable at any time at the pleasure of the person who executes it.

3.10 Voting Certificates. All voting certificates issued pursuant to this Section 3.9 shall be filed with the Secretary of the Association.

3.10.1 Lot Owned by One (1) Person. A Member who is the only fee simple title holder to a Lot shall cast the vote for such Lot, and no voting certificate shall be required.

3.10.2 Lot Owned by More than One (1) Person. If a Lot is owned by more than one (1) person, a voting certificate designating either Owner as the Member entitled to cast the vote for their Lot and signed by both Owners of the Lot is not required but is permitted. If such voting certificate is not provided, then either Owner may cast the vote for their Lot; however, only one (1) vote is permitted. If both Owners vote, then their two (2) votes are not counted; and if both cast inconsistent votes, then neither will be counted.

3.10.3 Lot Owned by Husband and Wife. If a Lot is owned by husband and wife, a voting certificate designating either the husband or the wife as the Member entitled to cast the vote for their Lot and signed by both the husband and wife is not required but is permitted. If such voting certificate is not provided, then either the husband or the wife may cast the vote for their Lot; however, only one (1) vote is permitted. If both husband and wife vote, then their two (2) votes are not counted; and if both cast inconsistent votes, then neither will be counted.

3.10.4 Lot Owned by an Entity. If a Lot is owned by a corporation, limited liability company, partnership, estate or other similar entity, the person of such corporation, partnership, limited liability company, estate or other similar entity entitled to cast the vote for such Lot shall be designated in a voting certificate signed by the corporation's president, all partners of the partnership, manager of the limited liability company, the personal representative of the estate or other authorized signatory as the context so requires.

3.10.5 Lot Owned by a Trust. If a Lot is owned by a trust, a voting certificate designating either a grantor of the trust (as defined in section 733.703(3), Florida Statutes) or a beneficiary of the trust (as defined in former section 737.303(4)(b), Florida Statutes), provided such beneficiary occupies the Lot, as the Member entitled to cast the vote for the Lot and signed by the aforementioned parties is not required but is permitted. If such voting certificate is not provided, then either a grantor of the trust (as defined in section 733.703(3), Florida Statutes) or a beneficiary of the trust (as defined in former section 737.303(4)(b), Florida Statutes), provided such beneficiary occupies the Lot, may cast the vote for the Lot; however, only one (1) vote is permitted. If both a grantor of the trust (as defined in section 733.703(3), Florida Statutes) or a beneficiary of the trust (as defined in former section 737.303(4)(b), Florida Statutes), provided such beneficiary occupies the Lot, vote, then their two (2) votes are not counted; and if both cast inconsistent votes, then neither will be counted.

ARTICLE 4

BOARD OF DIRECTORS

4.1 Business Affairs. The business and affairs of the Association shall be managed by the Board. The Board shall consist of at least three (3) directors the number of directors to be determined by the Board no later than ninety (90) days prior to the Annual Meeting, where directors are elected who shall also be Members of the Association and otherwise eligible for service on the Board pursuant to the relevant provisions of Chapter 720, Florida Statutes, as currently exist. The Board exercise all of the powers of the Association existing under the Amended and Restated Declaration, the Amended and Restated Articles, these Amended and Restated By-Laws, Chapter 720, Florida Statutes, as currently exists, and Chapter 617, Florida Statutes. In the event of conflict between Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, shall control. In case of any conflict between the Amended and Restated Articles and these Amended and Restated By-Laws, the Amended and Restated Articles shall control; and in case of any conflict between the Amended and Restated Declaration and these Amended and Restated By-Laws, the Declaration shall control. Such powers shall be exercised exclusively by the Board unless otherwise specifically delegated to the Members. Without limitation, such powers and duties are more fully set out in the Amended and Restated Articles.

4.2 Term and Election. The term of office for each director shall be one (1) year commencing with the date of the election. The directors of the Association shall be elected at the annual meeting of the Members. The Board of Directors may allow for electronic or on-line voting for a particular election in their discretion, and shall advise the members of any such decision in advance of an annual meeting. Such decision may vary from year to year. The election shall be decided by a plurality of the votes cast.

4.3 Duty and Compensation. The directors of the Association have a fiduciary duty to the members, which includes, without limitation, ensuring that every decision that is undertaken must be to promote the health, safety and welfare of the Members. Directors shall use their reasonable business judgment at all times. Subject to the relevant provisions of Chapter 720, Florida Statutes, as amended from time to time, directors shall not directly receive any compensation from the Association for the performance of his/her duties as a director. Notwithstanding the foregoing, the Board may employ a director as an employee of the Association, subject to the requirements of Chapter 720, Florida Statutes, as amended from time to time. Directors shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the Association, or from anyone whose intent is to influence any decision or action on any official matter, except a director may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual, as all of which is set forth in section 720.3033, Florida Statutes, as amended from time to time.

4.4 Organizational Meeting. The first meeting of the duly elected Board, for the purposes of organization, shall be held immediately after the annual meeting of the Members. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within ten (10) days after the annual meeting of the Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting. The singular instance in which the Board may vote by secret ballot shall be for the election of officers.

4.5 Certification of Directors. All directors shall be certified pursuant to the relevant provisions of Chapter 720, Florida Statutes. The written certification or educational certificate is valid for the uninterrupted tenure of the director and shall be kept among the Association's official records for five (5) years after such director's election or appointment. Any director who does not timely file the written certification or educational certificate shall be suspended from the Board until he/she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

4.6 Recall of Directors. Any director may be removed from office at any time with or without cause by the affirmative vote of a majority of the entire Membership at a special meeting of the Members called for that purpose or as otherwise provided by Chapter 720, Florida Statutes. Notice for such special meeting of the Members shall not be electronically transmitted. If less than a majority of the Board is removed, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If a majority or more of the Board is removed, the vacancies shall be filled by the Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement directors in the same instrument in accordance with the relevant provisions of Chapter 720, Florida Statutes, together with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes, as amended from time to time.

4.7 Resignation and Disqualification of Directors. Directors shall have the absolute right to resign at any time by providing written notice of such resignation to the Board, delivered to the President or the Secretary. Such written notice of resignation shall be effective upon receipt, unless a later date is provided in the written notice of resignation, upon such later date, the resignation shall become effective. A Director shall be disqualified upon the occurrence of an event described in Florida Statute § 720.306(9). Also, any Director who is absent for three (3) consecutive Board Meetings may be removed from the Board upon a majority vote of the remaining Directors.

4.8 Vacancies. Except as to vacancies created pursuant to Section 4.5 of these Amended and Restated By-Laws, vacancies in the Board shall be filled by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. A director elected or appointed pursuant to this Section 4.7 shall have all of the rights, privileges, duties and obligations as a director elected at an annual meeting of the Members and shall serve for the unexpired term of the vacancy being filled.

4.9 Quorum and Decisions. A quorum of the Board shall consist of a majority of the entire Board. A majority of the directors present at a Board meeting at which a quorum is attained shall decide any question which comes before the Board unless otherwise provided by law, the Amended and Restated Declaration, the Amended and Restated Articles or these Amended and Restated By-Laws. Directors may not vote by proxy or secret ballot, provided, however, that secret ballots may be used for the election of officers. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any business which might have been transacted at a meeting of the Board as originally called may be transacted at any adjourned meeting thereof. In the case of the adjournment of a meeting, notice to the directors of such adjournment shall be as determined by the Board.

4.10 Board Meetings. Meetings of the Board may be held at such date, time and place within Palm Beach County, Florida, as the Board may designate including via conference call, facetime, video or any other telecommunications. Meetings of the Board may be called by the President and must be called by the Secretary at the written request of at least two (2) members of the Board.

4.11 Board Meeting Notice. Notice of Board meetings shall be conspicuously posted within the Common Properties at least forty-eight (48) hours in advance of such Board meeting, except in the event of an emergency. All notices shall provide the date, time and location of the Board meeting being called. A notice for a Board meeting at which an assessment may be levied shall include a statement that assessments will be considered and the nature of the assessments. Notice of any meeting at which special assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered or electronically transmitted to the Members and conspicuously posted within the Common Properties at least fourteen (14) days prior to the meeting. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

4.12 Presiding Officer. The presiding officer at meetings of the Board shall be the President. In the absence of the President, the Vice President shall preside; in the absence of both the President and the Vice President, the directors present shall designate a director in attendance to preside.

4.13 Member Attendance. Subject to the relevant provisions of Chapter 720, Florida Statutes, Members have the right to attend all meetings of the Board. No tenants or guests including Members' attorneys, are permitted to attend any meeting of the Board unless otherwise specifically approved by the Board, prior to such meeting.

4.14 Member Participation. Members in attendance at a Board meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to the Board's vote on such designated agenda items and in such manner as determined by the Board. All Member statements must be made in a respectful and businesslike manner and must be directed to the Board. In the event that a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, the Board may expel such Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration and other manner of Member statements as it deems appropriate.

4.15 Minutes. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and directors of the Association at all reasonable times.

ARTICLE 5

OFFICERS

5.1 The officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary and such other officers and assistant officers as may be designated by the Board from time to time in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary, in its sole discretion, to manage the affairs of the Association. All officers shall be members of the Board and shall serve at the pleasure of the Board. An individual officer may hold more than one (1) office; however, the President shall not also be the Secretary.

5.2 Election of Officers. Officers shall be elected from time to time by the affirmative vote of a majority of the directors present at any Board meeting at which a quorum is present.

5.3 Removal, Resignation and Disqualification of Officers. Any officer may be removed at any time by the affirmative vote of a majority of the Board present at any Board meeting at which a quorum is present. Without limitation of other lawful remedy, Section 4.7 of these Amended and Restated By-Laws regarding the resignation and disqualification of directors shall also apply to officers.

5.4 Officer Compensation. Subject to the relevant provisions of Chapter 720, Florida Statutes, officers shall not directly receive any compensation from the Association for the performance of his/her duties as an officer.

5.5 Duties of Officers. The officers of the Association shall perform the duties of such offices customarily performed by officers of like corporations in the State of Florida, including, but not limited, to the following:

5.5.1 President. The President shall be the chief executive officer of the Association and shall have all of the powers and duties which are usually vested in the office of a president. The President shall ensure that all orders and resolutions of the Board are carried out and shall sign all notes, checks, leases and all other written instruments upon approval of the Board. The President shall be the presiding officer at all Membership and Board meetings. In the absence of the President, the Vice President shall preside; in the absence of both the President and the Vice President, the directors present shall designate a director in attendance to preside. The President shall appoint such committees from among the Members from time to time, as the President may determine appropriate, in his/her sole discretion, to assist in the conduct of the affairs of the Association. The President shall set the agenda for all meetings of the Board and all meetings of the Members in consultation with the officers and directors; in the event a requested agenda item is not added to an agenda, a motion may be made at any meeting of the Board to include the requested agenda item at the next meeting and such agenda item shall then be placed on the next Board meeting agenda, upon the affirmative vote of a majority of the Board.

5.5.2 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President and shall have such powers and perform such duties which are usually vested in the office of a vice president. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as are properly required of him/her by the Board.

5.5.3 Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Members, which minutes shall be kept in a businesslike manner and shall be available for inspection at the office of the Association by Members and directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix same to instruments requiring such seal when duly authorized and directed by the Board to do so. The Secretary shall keep the records of the Association, except those of the Treasurer; and shall perform all duties incident to the office of a secretary and such other duties as are properly required of him/her by the Board.

5.5.4 Treasurer. The Treasurer shall have the responsibility to arrange for the custody of the property of the Association, including without limitation the Association's funds, securities and evidences of indebtedness. The Treasurer shall coordinate with the Association's accountant to ensure that full and accurate accounts of receipts and disbursements are kept in accordance with generally accepted accounting principles and shall maintain the substantiating documents thereto, all of which shall be official records of the Association. The Treasurer shall perform all duties incident to the office of a treasurer and such other duties as are properly required of him/her by the Board.

ARTICLE 6 FISCAL MANAGEMENT

6.1 Assessments. The Board shall have the power to levy and enforce Assessments against Lots and Owners as set forth in the Amended and Restated Declaration.

6.2 Fiscal Year. The fiscal year of the Association shall be a twelve (12) month period to be determined by the Board.

6.3 Depositories. The depository of the Association shall be such bank(s) or other financial institution(s) as shall be approved and designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

6.4 Reserve Accounts. The Association may establish and maintain such reserve accounts in accordance with the provisions of Chapter 720, Florida Statutes. Payments to the reserve account and other incidental expenses incurred by the Association administering and carrying out this provision shall be a Common Expense.

6.5 Budget. The Board shall prepare and adopt an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for the end of the current year. Upon adoption, the Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member.

6.6 Financial Report. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year in accordance with Chapter 720, Florida Statutes. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice advising that a copy of the report is available upon request at no charge to the Member.

6.7 Accounting Records. The Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members at reasonable times in accordance with Chapter 720, Florida Statutes.

6.8 Fidelity Bonds. Fidelity bonds shall be maintained by the Association for all "persons who control or disburse funds of the Association." The fidelity bonds must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.7, the term "persons who control or disburse funds of the

Association” includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer. The Association shall bear the cost of any such fidelity bonds. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining fidelity bonds for all persons who control or disburse funds of the Association.

ARTICLE 7 RULES AND REGULATIONS

The Board may, at a properly noticed meeting of the Board, adopt reasonable rules and regulations for the operation of the Community, or amend or rescind any such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Amended and Restated Declaration, the Amended and Restated Articles or these Amended and Restated By-Laws. Copies of any rules and regulations as promulgated, amended or rescinded by the Board shall be mailed, delivered or electronically transmitted to all Members at the last known address, electronic mailing address or facsimile number of the Members as shown on the books and records of the Association and shall not take effect until forty-eight (48) hours after such mailing.

ARTICLE 8 PARLIAMENTARY RULES

Except when specifically or impliedly waived by the chairman of a Board or Members meeting, Roberts’ Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Amended and Restated Declaration, the Amended and Restated Articles, these Amended and Restated By-Laws, Chapter 720, Florida Statutes, as amended from time to time, and Chapter 617, Florida Statutes, as amended from time to time; provided, however, that a strict or technical reading of said Roberts’ Rules shall not be made so as to frustrate the will of the persons participating in said meeting.

ARTICLE 9 AMENDMENTS

These Amended and Restated By-Laws may be amended by the affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all of the Members; provided however, that no such amendments shall conflict with Florida Statute that currently exist, or the terms of the Amended and Restated Declaration or the Amended and Restated Articles. Any attempt to amend contrary to this prohibition shall be of no force or effect. A copy of any amendment which is adopted shall be recorded in the Public Records of Palm Beach County, Florida.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

The foregoing was duly adopted as the Amended and Restated By-Laws of Stone Creek Ranch Homeowners' Association, Inc., a not-for-profit corporation under the laws of the State of Florida, on this 24th day of September, 2020.

Signed, sealed and delivered
in the presence of:

ASSOCIATION

STONE CREEK HOMEOWNERS'
ASSOCIATION, INC.
a Florida not-for-profit corporation

[Signature]
Print Name: LENORE D ROBINS

[Signature]
Print Name: Stephanie Carthon

By: [Signature]
Its: President
Print Name: Stephen Robins

STATE OF FLORIDA)
 Broward)ss:
COUNTY OF PALM BEACH)

The foregoing Amended and Restated By-Laws were acknowledged before me by means of ✓ physical presence or online notarization, this 24th day of SEPTEMBER, 2020, by Stephen Robins, Secretary of Stone Creek Ranch Homeowners' Association, Inc., who produced Photo ID as identification.

[Signature]
Notary Public
Karen J. Pinnoch
Printed Name of Notary Public

My commission expires:

(SEAL)

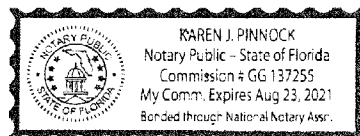


EXHIBIT "C"

LEGAL DESCRIPTION

EXHIBIT "C", the legal description of the Community, is set out in the Official Records of Palm Beach County, Florida, Official Records Book 12277, Pages 704-706 inclusive, and incorporated as if fully set forth herein.

NOT A CERTIFIED COPY

EXHIBIT "D"
RULES AND REGULATIONS
OF
STONE CREEK RANCH HOMEOWNERS' ASSOCIATION, INC.

1. The Common Properties and facilities, if any, shall not be obstructed nor used for any purpose other than the purposes intended therefor. No carts, bicycles, carriages, chairs, tables or any other similar objects shall be stored thereon.

2. The personal property of Lot Owners must be stored in their respective Lots or in outside storage areas (if any are approved by the Architectural Review Committee).

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the exterior portions of any Home or Lot and no linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be hung from or on the Home, the Lot or any of the windows, doors, fences, balconies, patios or other portions of the Home or the Lot, except as provided in the Amended and Restated Declaration.

4. Employees of the Association are not to be sent out by Lot Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of the Association (if any).

5. No motor vehicle which cannot operate on its own power shall remain within the Community for more than twenty-four (24) hours and must be parked within an enclosed garage, and no repair of such vehicles shall be made thereon. No portion of the Common Properties may be used for parking purposes, except those portions specifically designed and intended therefor, including but not limited to the designated valet parking area. Areas designated for guest parking shall be used only for this purpose and neither Lot Owners nor occupants of Lots shall be permitted to use these areas. There shall be no parking on any sidewalk or green space within the Common Properties. Vehicles which are in violation of these rules and regulations shall be subject to being towed by the Association as provided in the Amended and Restated Declaration, subject to applicable laws and ordinances.

6. No Lot Owner shall make or permit any disturbing noises in his/her Home or on the Lot by such Lot Owner or the Lot Owner's family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Lot Owners or residents. No Lot Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier or any other sound equipment in his/her Lot or on his/her Lot in such a manner as to disturb or annoy other residents (applying reasonable standards). No Lot Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

7. No electronic equipment may be permitted in any Home or on any Lot which interferes with the television or radio reception of another Lot.

8. No awning, canopy, shutter, mailbox, exterior lighting, enclosure or other projection shall be attached to or placed upon the outside walls or roof of the Lot, except as approved by the Architectural Review Committee.

9. No Lot Owner may alter in any way any portion of the Common Properties, including, but not limited to, landscaping, without obtaining the prior written consent of the Architectural Review Committee.

10. No vegetable gardens shall be permitted except in fully enclosed (i.e., fenced) areas.

11. No commercial use shall be permitted in the Ranch even if such use would be permitted under applicable zoning ordinances.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Home, on a Lot or on the Common Properties, except as to gas cylinders permitted under the Amended and Restated Declaration.

13. A Lot Owner who plans to be absent during the hurricane season must prepare his/her Home and Lot prior to departure by designating a responsible firm or individual to care for the Home and Lot should the Home suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

14. Hurricane shutters may be installed on a Home upon the issuance of a hurricane warning for South and/or Central Florida by the appropriate government agencies. In the event that a Lot Owner utilizes hurricane shutters, the same shall be removed and stored out of sight within seventy-two (72) hours after notification from those agencies that the storm does not pose a threat to the immediate area.

15. A Lot Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of his/her Home without the prior written approval of the Architectural Review Committee.

16. All persons using any pool (if any) on the Common Properties shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult while in the pool or pool area (if any). Bathers are required to wear footwear and cover over their bathing suits in any enclosed recreation facilities (if any). Glasses and other breakable objects may not be utilized in the pool or on the pool deck, if any. Pets are not permitted in the pool or pool area (if any). Pets are not permitted in the pool or pool area (if any) under any circumstances.

17. No pet shall be permitted outside of its Lot Owner's Home unless on a leash of reasonable length. Said pets shall only be walked or taken upon those portions of the Common Properties designated by the Association from time to time for such purposes. In no event shall

said pets ever be allowed to be walked or taken on or about any recreational facilities (if any) contained within the Common Properties. Pet owners shall clean up all pet waste.

18. No hunting or use of firearms (except those which may be used by an armed guard whose services have been contracted by the Association (if any)) shall be permitted anywhere in the Community.

19. Lot Owners shall be permitted, at their sole risk, to use row boats or canoes ("Boats") not exceeding sixteen (16) feet in length or six (6) feet in width in any lake or other body of water within the Community. No vessels of any kind shall be permitted, unless otherwise approved by the Board. No motors shall be used on any boat except electric motors up to a maximum of three (3) horsepower. Use of any boat in any lake or other body of water within the Community shall be subject to any restrictions set forth in the Amended and Restated Declaration. Boats shall be used only between the hours of 7:00 a.m. and 8:00 p.m., and shall be stored out of public view at all other times, including when not in use.

20. Every Lot Owner, guest and occupant, guest and visitor shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Amended and Restated Declaration, Amended and Restated By-Laws and Amended and Restated Articles, as may be amended from time to time. Failure of any Lot Owner or occupant, guest or visitor to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend use of recreation facilities, if any, and impose a fine or fines in the event of failure to so comply in accordance with the Amended and Restated Declaration.

21. All of these rules and regulations shall apply to all Lot Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Lot Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of, and conditions on time limitations imposed by the Board.

22. Employees of Lot Owners, including but not limited to house cleaners, nannies, butlers and maids, shall not park their vehicles within the Common Properties and shall only be permitted to park their vehicles within such Lot Owner's Lot. No vehicles of any type shall be parked overnight on any portion of the Common Properties (including but not limited to roadways). In the event a Lot Owner is having a party or other festivity at their Lot which would require vehicle parking within the Common Properties, Lot Owners shall provide the Association with advance notice of such parking requirement and must provide for valet service. Such valet service shall only be permitted to park vehicles in particular areas of the Common Properties as may be designated by the Association from time to time and shall conduct their activities in accordance with the rules and regulations promulgated by the Board. Lot Owners shall be responsible for any and all vehicle stains and other vehicular damage to the Common Properties for their use thereof for party or other festivity valet parking.