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**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
THE HAMPTONS**

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**DECLARATION OF RESTRICTIONS AND COVENANTS
FOR
THE HAMPTONS COMMUNITY**

THIS DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE HAMPTONS COMMUNITY (this "Declaration") is made by Lennar Homes, Inc., a Florida corporation ("Lennar") and joined in by The Hamptons Community Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

B. Lennar is the owner of the real property in Sarasota County, Florida more particularly described in Exhibit 1 attached hereto and made a part hereof ("The Hamptons").

C. Lennar desires to subject The Hamptons to the covenants, conditions and restrictions contained in this Declaration.

D. This Declaration is a covenant running with all of the land comprising The Hamptons, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, Lennar hereby declare that every portion of The Hamptons is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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

2. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"A La Carte Programming" shall mean those video programming services offered on a per-channel or per-program basis.

"ACC" shall mean the Architectural Control Committee established pursuant to Section 17.1 hereof.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15.1 hereof.

"Association" shall mean The Hamptons Community Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards.

"Board" shall mean the Board of Directors of Association.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof.

"Common Areas" shall mean all real property interests and personalty within The Hamptons designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within The Hamptons. The Common Areas may include, without limitation, Surface Water Management System, open space areas, internal buffers, perimeter buffers, improvements, easement areas owned by others, additions, irrigation pumps, irrigation lines, sidewalks, lakes, a portion of the streets, street lights, swimming pool, cabana, pool deck, service roads, walls, commonly used utility facilities, project signage, parking areas, other lighting, entranceways, features, entrance gates and gatehouses. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND OR OBLIGATE DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET

FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. The Common Areas will include a pool and a cabana.

"Community Completion Date" shall mean the date upon which all Homes in The Hamptons, as ultimately planned and as fully developed, have been conveyed by Developer to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18 hereof.

"Contractors" shall have the meaning set forth in Section 17.12.2 hereof.

"Data Transmission Services" shall mean enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean Lennar and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Escrow Account" shall have the meaning set forth in Section 10.2.2 hereof.

"Escrow Agreement" shall mean that certain Escrow Agreement attached hereto as Exhibit 5.

"The Hamptons" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of The Hamptons.

"Front Yard" shall mean the portion of the yard of a single family home between the front of the home and the road providing access to such Home. In the event that there is any question about what portion of a single family home is part of the Front Yard, the Association's determination shall be final.

"Home" shall mean each residential home and appurtenances thereto constructed on a platted lot within The Hamptons. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"IDO" means the Incremental Development Order adopted pursuant to Chapter 380.06(20), Florida Statutes, on November 14, 1995, by ordinance of the Board of County Commissioners of Sarasota County (Ordinance No. 95-094) and recorded in O.R. Book 2797, at Pages 2251 *et seq.*, of the Public Records of Sarasota County, Florida, and that Notice of Adoption of Incremental Order for Increment X recorded in Official Records Book 2966 at Page 188 of the Public Records of Sarasota County, Florida, regarding the development of property initially subject to this Declaration. It also means any other Incremental Development Order that may be adopted pursuant to Chapter 380.06(20), Florida Statutes, by resolution of the Board of County Commissioners of Sarasota County and recorded in the Public Records of Sarasota County, Florida, regarding the development of other property subject to this Declaration.

"Individual Assessments" shall have the meaning set forth in Section 15.1.5 hereof.

"Lawn Maintenance Standards" shall have the meaning set forth in Section 11.7.

"Lender" shall mean the holder of a first mortgage encumbering a Home or any portion of The Hamptons.

"Master Plan" shall mean collectively the any full or partial concept plan for the development of The Hamptons, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of The Hamptons or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"MDO" means the Master Development Order adopted pursuant to Chapter 380.06(20), Florida Statutes, on December 18, 1984, by resolution of the Board of County Commissioners of Sarasota County (Resolution No. 84-418), and recorded in O.R. Book 1849, at Pages 829 *et seq.*, of the Public Records of Sarasota County, Florida, as amended and restated by Resolution No. 91-170, notice of which was recorded in O.R. Book 2599, Pages 1890 *et seq.*, of the Public Records of Sarasota County, Florida, regarding the Development of Palmer Ranch, as amended from time to time.

"Master Association" means Palmer Ranch Master Property Owners Association, Inc., a Florida corporation not for profit, and its successors and assigns.

"Master Declarant" means the Declarant of the Master Declaration and its successors and assigns.

"Master Declaration" means the Declaration of Covenants, Conditions and Restrictions of Palmer Ranch, as recorded in O.R. Book 1894, at Pages 2467 *et seq.*, of the Public Records of Sarasota County, Florida, as amended from time to time.

"Master Documents" means the Master Declaration, the Articles of Incorporation, Bylaws, and Rules and Regulations of the Master Association, and the Development Code. If there is an irreconcilable conflict between any or all of those documents, their relative priority to each other shall be in the same order as they appear in the foregoing sentence, with the Master Declaration being the superior document.

"Monitoring System" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of The Hamptons. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Homes, or any combination thereof.

"Quarterly Assessments" shall have the meaning set forth in Section 15.1.1 hereof.

"Multichannel Video Programming Service" shall mean any method of delivering video programming to Homes. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, or any combination thereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership, operation, administration, all amounts payable by Association, all amounts required to maintain the Surface Water Management System, all amounts payable in connection with any private street lighting agreement, amounts payable to a Service Provider for Telecommunication Services furnished to all Owners, utilities, taxes, insurance, bonds, Monitoring System costs, salaries, management fees, professional fees, service costs, supplies, maintenance, repairs, replacements, refurbishments; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer until the Turnover Date, or a Lender.

"Palmer Ranch" means the multi-stage planned community, subject to the Master Declaration as it may be amended from time to time, in which The Hamptons Community is to be located.

"Plat" shall mean any plat of any portion of The Hamptons filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Records" shall mean the Public Records of Sarasota County, Florida.

"Reserves" shall have the meaning set forth in Section 15.1.4 hereof.

"Rules and Regulations" shall mean the Rules and Regulations governing The Hamptons as adopted by the Board from time to time.

"Service Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunication Services. Developer may be a Service Provider.

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

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 15.1.2 hereof.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Hamptons surface water management system includes those works authorized by SWFWMD pursuant to the Permit.

"Telecommunication Services" shall mean local, intraLATA, and interLATA voice telephony and data transmission service, Multichannel Video Programming Service, and Monitoring System. Without limiting the foregoing, such Telecommunication Services may include the provision of the following services: Toll Calls, Data Transmission Services, and A La Carte Programming.

"Telecommunication Systems" shall mean the transmission facilities required and/or used in order to provide Telecommunication Services. Without limiting the foregoing, Telecommunication Systems may include wires, conduits, electronic equipment, pipes, wireless cell sites, computers, modems, satellite dishes, and transmission facilities.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within The Hamptons have been conveyed by Developer to Owners.

"Use Fees" shall have the meaning set forth in Section 15.1.3 hereof.

"Working Capital Fund" shall have the meaning set forth in Section 15.11 hereof.

3. Plan of Development; Master Association.

3.1. Planning Process. The planning process for The Hamptons is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Developer may wish and has the right to develop The Hamptons and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of The Hamptons as finally developed.

3.2 Master Association.

3.2.1. Palmer Ranch Master Documents; Mandatory Membership. By taking title to a Lot, a purchaser becomes subject to the terms and conditions of the Master Declaration, as it may be amended from time to time. Among other things, that document provides that an owner shall automatically become a member of the Master Association, shall acquire certain use rights in and to Master Association Common Areas within Palmer Ranch; shall become subject to the assessments of the Master Association, and shall be subject to the Development Code and the jurisdiction of the Building and Planning Board, both as defined in the Master Declaration.

3.2.2. Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the right to assess its members for all expenses which may be incurred by the Master Association in the performance of its duties. These assessments may, if required by the Master Association, be collected by the Community Association and timely remitted to the Master Association. Pursuant to Article 9 of the Master Declaration, if the Community Association fails to remit the assessments to the Master Association, the Master Association will have a lien on each Home in The Hamptons Community to secure payment.

3.2.3. Membership and Voting in Master Association. Although all owners are also members of the Master Association, notwithstanding such membership, only certain representatives, each known as a "Community Representative", shall be entitled to cast votes on behalf of the members of the Association at meetings of the members of the Master Association. The Community Representative shall be the President of the Association or his designee.

3.2.4. Notices to Master Association. Copies of all adopted amendments to this Declaration, the Articles of Incorporation and Bylaws of the Association, and any easements or conveyances affecting the Common Areas, shall be forwarded to the Master Association within fifteen (15) days after their effective date. It shall be the duty of the Association to maintain and provide a current list of the names and mailing addresses of all Home owners upon written request for same from the Master Association. Failure to comply with this provision shall not invalidate any action which would otherwise be valid.

3.2.5. Scope and Effect of MDO and IDO. At the time of recording of this Declaration, The Hamptons comprised a portion of Increment X of the "Development of Regional Impact" (as that term is defined in Chapter 380, Florida Statutes, on the date hereof) known as "Palmer Ranch". All of Palmer Ranch, including The Hamptons Community, shall be developed in accordance with the MDO, the obligations of which run with the land comprising Palmer Ranch. By the County resolution adopting the IDO, the Community became subject to the Master Declaration. The Hamptons shall be developed in accordance with the IDO as part of Increment of the overall development of Palmer Ranch. No part of The Hamptons Community shall be used for any purpose, or in any manner, inconsistent with the MDO or the IDO, and the Community Association shall have the affirmative duty to enforce compliance with the IDO. Any violation of the MDO or the IDO shall be a violation of this Declaration; and the Developer shall have the right to enforce the provisions hereof against any person in violation thereof in the same manner as set forth in Section 19.7 below for the enforcement of other covenants and restrictions herein. No provision of this Declaration is intended to impose any requirement on Developer or enlarge the scope of any provision of the MDO or the IDO, or create any right in any person to enforce the provisions of the MDO or the IDO, except as may be specifically provided therein, or otherwise created by applicable law. The Master Declarant is empowered to seek and to implement, if granted, modifications of the MDO or the IDO or both.

3.2.6. Priority Of Master Documents. In the event of a conflict between the Master Documents and the Association Documents, the Master Documents shall have priority over the Association Documents.

4. Amendment.

4.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. Without limiting the foregoing, no amendment to this Declaration that affects membership in the Association, Assessments, maintenance of the Common Areas, private streets or the Surface Water Management System or the rights and priorities of liens shall be made or be effective at any time without the prior express written consent of Sarasota County. No amendment shall be effective until it is recorded in the Public Records.

4.2. Amendments Prior to the Community Completion Date. Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunication Systems, utility, drainage, ingress and egress and roof overhangs over any portion of The Hamptons; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as a residential homes. In the event that Association shall desire to amend this Declaration prior to the Community Completion Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Community Completion Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.3. Amendments From and After the Community Completion Date. After the Community Completion Date, **but subject to the general restrictions on amendments set forth above**, this Declaration may be amended with the approval of (i) sixty six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5. Annexation and Withdrawal.

5.1. Annexation by Developer. Prior to the Community Completion Date, additional lands may be made part of The Hamptons by Developer. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of The Hamptons, including, without limitation, a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of The Hamptons. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only Developer may add additional lands to The Hamptons.

5.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and 2/3 percent (66 $\frac{2}{3}$ %) of the Board; and (ii) seventy-five percent (75%) of all of the votes in Association.

5.3. Withdrawal. Prior to the Community Completion Date, any portions of The Hamptons (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of The Hamptons shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of The Hamptons shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of The Hamptons), Association shall have no right to withdraw land from The Hamptons.

6. Dissolution.

6.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, The Hamptons and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of The Hamptons which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1. Term. The term of this Declaration shall be perpetual. Each Owner, by acceptance of title to a Home or any portion of The Hamptons, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2. Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any

Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration.

7.3. Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall be a member of Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in the Articles and By-Laws.

7.4. Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5. Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6. Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of The Hamptons for various public purposes or for the provision of Telecommunication Systems, or to make any portions of The Hamptons part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of The Hamptons. In addition, the Common Areas of The Hamptons may include decorative improvements, and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. Developer specifically reserves the right to change the layout, composition, and design of all Common Areas. Sales brochures, site plans, and marketing materials are not guarantees or representations as to what facilities, if any, will be included within the Common Areas.

9. Operation of Common Areas.

9.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of The Hamptons, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. Developer has no obligation or responsibility to construct or supply any such Common Areas of Association, and no party shall be entitled to rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein.

9.2. Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within The Hamptons, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3. Conveyance. Within sixty (60) days after the Community Completion Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions,

reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.4. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in The Hamptons including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party **without** (i) if prior to the Community Completion Date, the approval of (a) a majority of the Board; **and** (b) the consent of Developer, **and** (c) the written approval of Sarasota County, **or** (ii) from and after the Community Completion Date, approval of (a) seventy-five percent (75%) of the Board; **and** (b) seventy-five percent (75%) of all of the votes in Association **and** (c) the written approval of Sarasota County.

9.5. Paved Common Areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance. No portion of the private streets or Surface Water Management System shall be altered without prior written authorization of the County Engineer or his designee.

9.6. Delegation. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Further, in the event that Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.7. Use.

9.7.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.7.2. Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Service Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration,

upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.7.3. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.7.4. Assumption of Risk. Without limiting any other provision herein, each person using any portion of the Common Areas accepts and assumes all risk and responsibility for liability, injury, or damage connected with use of such Common Areas. The person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, any pool, do so at their own risk.

9.7.5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other waterbodies within The Hamptons by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.8. Rules and Regulations.

9.8.1. Generally. Prior to Community Completion Date, the Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated thereto.

9.8.2. Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer, and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct Homes, Common Areas, and related improvements within The Hamptons, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of The Hamptons), general office and construction operations within The Hamptons; (iii) place, erect or construct portable, temporary or accessory buildings or structure within The Hamptons for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of The Hamptons; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of The Hamptons owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion The Hamptons including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to The Hamptons by dredge or dragline, store fill within The Hamptons and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, The Hamptons and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising The Hamptons.

9.9. Public Facilities. The Hamptons may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a lift station within the boundaries of The Hamptons.

9.10. Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession

of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11. Special Taxing Districts. Subject to the terms and limitations, and rights reserved to the Master Declarant, in the Master Declaration and for as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Without limiting the foregoing, Developer anticipates the creation of a lighting taxing district for a portion of The Hamptons. Each Owner's obligation, if within the taxing district, to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Sarasota County and all other governing entities having jurisdiction with respect to the same. Developer shall obtain all required resolutions and other approvals prior to the conveyance of any Common Areas pursuant to this Section.

9.12. Water Mains. In the event that Sarasota County or any of its subdivisions, agencies, and/or divisions must remove any portion of a Home driveway which is constructed of pavers within any portion of the Common Areas, then Association will be responsible to replace or repair the driveway at Association's expense.

9.13. Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10. Maintenance by Association.

10.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2. Surface Water Management System, Environmental Habitat, Conservation and Preservation Areas. The Association shall be responsible for the operation, maintenance and regulatory compliance of the Surface Water Management System and all drainage, preservation and conservation/open space areas in accordance with rules, regulations and permitting requirements set forth by Sarasota County and other permitting agencies, including the Southwest Florida Water Management District, the Florida Department of Environmental Protection, and the U.S. Army Corps of Engineers. All such areas shall be defined, identified and described as such on plats. Management of all such areas shall be consistent with the Resource Management Plan contained in the IDO. Use restrictions regarding the preservation and conservation/open space areas are specifically identified in the MDO as amended by Sarasota County Resolution No. 91-170. No owner shall (i) undertake or perform any activity in preserved wetlands, upland buffers to wetlands, archeological sites, and wetland compensation areas within the preservation and conservation/open space areas described in all approved permits and plats, or remove native non-nuisance vegetation that becomes established within the wet detention ponds, without prior written approval of the Board, Sarasota County, and the applicable permitting agencies. Prohibited activities within such areas include removal of native vegetation (by dredging, application of herbicide or cutting); excavation; placement or dumping of soil trash, land clearing or landscaping debris; and construction or maintenance of any building, residence or structure. It shall be the responsibility of all owners to comply with the construction plans for the surface water management system approved by the applicable permitting agencies.

10.2.1. Duty to Maintain. Association acknowledges that the Surface Water Management System within the Common Areas is owned by Association. The duty of

maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, including the exfiltration trenches, in a manner which complies with the Permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. Notwithstanding the above, no portion of the Surface Water Management System shall be altered in any way without the prior written authorization of the Sarasota County Engineer or his designee. In the event the Association, or any successor organization, shall fail to adequately maintain the Surface Water Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Surface Water Management System. All expenses incurred by Sarasota County in maintaining the Surface Water Management System shall be assessed prorata against the Lots, and shall be payable by the Owners of the Lots within sixty (60) days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot. The rights of Sarasota County contained in this Section shall be in addition to any other rights Sarasota County may have in regulating the operation and development of the Community.

10.3. Lawn Maintenance. Association shall maintain the landscaping in the yards of each Home in section B-6 shown on the Site Plan attached hereto as Exhibit 4, which is a single family home. Maintenance shall consist of trimming the landscaping, weeding, cutting, edging and fertilizing the lawn and landscaping, and maintaining the sprinkler system. Owners of Homes in Sections B-5 and B-5a will maintain their own lawns, landscaping and sprinkler system. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that is fenced. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER THAT RECEIVES SAID MAINTENANCE SHALL PAY AN EQUAL SHARE OF SUCH COSTS. Those Homes in Sections B-5 and B-5a shall not share in the cost of said maintenance.

10.4. Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

10.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas, through or under Owner, shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.6. Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across The Hamptons for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of The Hamptons if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.7. Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are not within The Hamptons but abut, or are proximate to, the same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of The Hamptons. These areas may include (for example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11. Use Restrictions. The Community is subject to restrictions pursuant to Article 6 of the Master Declaration concerning mining, drilling, dredging, alteration of drainage, intrusion into

wetlands and lakes; protection of wildlife and archaeological and historical sites; antennas, aerials, discs and flagpoles; energy conservation; litter; radio equipment; casualty destruction to structures; animals, garbage containers, oil and gas tanks; air conditioners; solar collectors and pool equipment; maintenance; temporary structures; nuisances; vehicle maintenance and repairs; approval of specifications and locations of structures; and subdivision and regulation of land. To the extent not inconsistent with Article 6 of the Master Declaration, the following restrictions, and those set forth in Section 3 of the Community Standards, shall also apply:

11.1. Disputes as to Use. If there is any dispute as to whether the use of any portion of The Hamptons complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3. Guest Parking Spaces. Owners may not park in guest parking spaces, if any, under any circumstances.

11.4. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents.

11.5. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of The Hamptons. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of The Hamptons shall be the same as the responsibility for maintenance and repair of the property concerned.

11.6. Maintenance by Owners.

11.6.1. Standard of Maintenance. Subject only to the obligation of Association to maintain Yards as described herein, where applicable, all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of The Hamptons. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

11.6.2. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

11.6.3. Weeds and Refuse. Subject only to the obligation of Association to maintain yards, as described herein, no weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.6.4. Driveway Easement. If the driveway to any Home is made of any material other than asphalt, including without limitation, concrete or concrete pavers, the Owner shall be responsible to repair any damage to such driveway, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed, except for conditions described in Article 9.12 herein. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

11.7. Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner:

11.7.1. Replacement of Annuals. Annuals are to be replaced semi-annually.

11.7.2. Trees. Trees are to be pruned as needed.

11.7.3. Shrubs. All shrubs are to be trimmed as needed.

11.7.4. Grass.

(a) Cutting Schedule. Grass should be cut at least 28 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.7.5. Mulch. Mulch is to be turned every other cut. Remulching of beds shall be performed twice per year during the months of May and November.

11.7.6. Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

11.7.7. Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed three (3) times a year during the following months: February, June and October.

11.7.8. Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

11.7.9. Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

11.7.10. Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

11.7.11. Right of Association to Enforce. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees, and costs, at trial and upon appeal.

11.8. Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, lake slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner of the affected Home shall be solely responsible for the removal of the roots within the boundaries of his or her Home. Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.9. Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deironization systems). No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction. Association may use waterways and lakes to irrigate Common Areas. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times.

11.10. Boundaries of Maintenance. Each Owner shall maintain the property from their

Home boundary to the edge of the water. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

11.11. Subdivision and Regulation of Land. No portion of any Home or any portion of The Hamptons shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to The Hamptons, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.12. Alterations and Additions. No material alteration, addition or modification to any portion of The Hamptons, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.13. Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of The Hamptons or any part of a Home that is visible from the outside except as permitted by the Community Standards.

11.14. Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

11.15. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC.

11.16. Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Accordion and roll-up style hurricane shutters may not be left closed during hurricane season nor at any other time. Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. Panel style hurricane shutters must be removed a reasonable time after a storm.

11.17. Wall Units. No window air conditioning unit may be installed in any window in a Home.

11.18. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.19. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or any other portion of The Hamptons without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.

11.20. Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.21. Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

11.22. Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent lot).

11.23. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of The Hamptons, change the level of the land within any portion of The Hamptons, or plant landscaping which results in any permanent change in the flow and drainage of surface water within The Hamptons. Owners may place additional plants, shrubs, or trees within any portion of The Hamptons with the prior approval of the ACC.

11.24. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.25. Animals. No animals of any kind shall be raised, bred or kept within The Hamptons for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Sarasota County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures, such as, but not limited to a "pethouse", shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within The Hamptons designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.26. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of The Hamptons is permitted. No firearms shall be discharged within The Hamptons. Nothing shall be done or kept within the Common Areas, or any other portion of The Hamptons, including a Home, which will increase the rate of insurance to be paid by Association.

11.27. Children's Use of Facilities. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about The Hamptons. Developer shall not be responsible for any use of the facilities by anyone, including minors.

11.28. Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, or any other portion of The Hamptons, including a Home, which is unsightly or which interferes with the comfort and convenience of others.

11.29. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

11.30. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.31. Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.32. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.33. Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.34. Parking. Owners' automobiles shall be parked in the garage or driveway. No vehicle which cannot operate on its own power shall remain on The Hamptons for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within The Hamptons, except in the garage of a Home. No commercial vehicle,

recreational vehicle, boat or camper, may be kept with The Hamptons except in the garage of a Home. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" long or clean "non- working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other The Hamptons facility.

11.35. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association.

11.36. Substances. No inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of The Hamptons or within any Home, except those which are required for normal household use.

11.37. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.38. Commercial Activity. Except for normal construction activity, sale and re-sale of a Home, and sale and re-sale other property owned by Developer no commercial or business activity shall be conducted in any Home within The Hamptons. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within The Hamptons. No solicitors of a commercial nature shall be allowed within The Hamptons, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

11.39. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within The Hamptons.

11.40. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

11.41. Front Setback. A house shall be set back from the front lotline a minimum of twenty (20') feet and a maximum of twenty-five (25') feet unless a different setback is approved by the ACC due to an odd configuration of a Lot.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for Party Walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written

notice to Developer (until the Community Completion Date) and Association.

13.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4. Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5. Homes.

13.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

13.5.2. Requirement to Reconstruct when Insurance Purchased by Association. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

13.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 13.5 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of The Hamptons.

13.5.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

13.5.5. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its Directors and Officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

13.6. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

13.6.1. The bonds shall name Association as an obligee.

13.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

13.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

13.6.4. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

13.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

13.9. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

13.10. Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

13.11. Cost of Payment of Premiums The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

14. Property Rights.

14.1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in The Hamptons shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, **subject** to the following provisions:

14.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

14.1.2. The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any assessment against that Owner remains unpaid.

14.1.3. The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

14.1.4. The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

14.1.5. The rights of Developer and/or Association regarding The Hamptons as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

14.1.6. Rules and Regulations adopted governing use and enjoyment of the Common Areas.

14.2. Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and declaration across sidewalks paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

14.3. Development Easement. In addition to the rights reserved elsewhere herein and the rights and easements reserved to the Master Declarant in the Master Documents, Developer reserves an easement for itself or its nominees over, upon, across, and under The Hamptons as may be required in connection with the development of The Hamptons, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any other portion of The Hamptons, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within The Hamptons for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunication System provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of The Hamptons from Developer's sales facilities located within The Hamptons. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 19.1 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

14.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Service Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within The Hamptons.

14.5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6. Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant title encroachment shall exist for so long as the encroachment shall naturally exist.

14.7. Permits, Licenses and Easements Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through The Hamptons (including Homes) for Telecommunication Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across The Hamptons (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

14.9. Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, and/or federal agency having jurisdiction over The Hamptons over, across and upon The Hamptons for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of The Hamptons (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed

or be permitted to remain which may damage or interfere with the drainage or irrigation of The Hamptons and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through The Hamptons and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

14.10. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15. Assessments.

15.1. Types of Assessments. Developer and each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of The Hamptons, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

15.1.1. Any quarterly assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Quarterly Assessments");

15.1.2. Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "Special Assessments");

15.1.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"). By way of example, and not of limitation, Section B-5a, as shown on the site plan attached hereto as Exhibit 4, has a private road and a key gate. Only Homes in Section B-5a will be assessed for maintenance of the road and key gate.

15.1.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Quarterly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

15.1.5. Assessments for which one or more Owners (but less than all Owners) within The Hamptons is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunication Services such as Toll Calls, A La Carte Programming, and/or Data Transmission Services, and Association pays a Service Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.1.6. Master Association Assessments. The Association may also have a duty and responsibility for collecting and timely remitting to the Master Association any and all Master Association assessments and other charges, as provided in Articles 9 and 13 of the Master Declaration, including operating expenses of the Master Association. The purposes for which Master Association assessments are levied include without limitation: taxes, utility

charges, insurance, construction of structures required by governmental regulations, including MDO and IDO, security, street lighting and the general administrative and operational expenses of the Master Association. These assessments are not covered by the Developer's assessment obligation as stated in Section 15.7 below.

15.2. Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

15.3. Allocation of Operating Costs.

15.3.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

15.3.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Quarterly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Quarterly Assessments, Special Assessment, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 252. At this time it is anticipated that there will be 252 Homes within The Hamptons. Once Developer determines, if ever, that more or less than 252 Homes shall be built within The Hamptons, then Developer may change such denominator, by amendment to this Declaration, to the number of actual or anticipated Homes within The Hamptons, in its sole and absolute discretion. Without limiting the foregoing, Developer specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

15.3.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Quarterly Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Quarterly Assessments, which Special Assessment shall relate back to the date that the Quarterly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

15.3.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.4. General Assessments Allocation. Except as hereinafter specified to the contrary, Quarterly Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

15.5. Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

15.6. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner.

15.7. Developer Excused From Payment. Prior to the Turnover Date, Developer shall have the option to fund all or any portion of the shortfall in Quarterly Assessments not raised by virtue of Quarterly Assessments against Owners or to pay Quarterly Assessments on Homes owned by Developer. If Developer does not pay Quarterly Assessments on Homes owned by Developer, Developer shall be obligated to pay Operating Costs incurred that exceed the Quarterly Assessments receivable from Owners and other income of Association. After the Turnover Date, Developer shall pay all Quarterly Assessments on Homes owned by Developer.

15.8. Surplus Assessments. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

15.9. Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

15.10. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

15.10.1. Quarterly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 617.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

15.10.2. Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

15.10.3. Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.11. Working Capital Fund. Association has established a working capital fund for the operation of Association (the "Working Capital Fund"). There shall be collected from each Owner that purchases a Home from Developer at the time of conveyance of each Home an amount equal to one quarterly Assessment. Each Owner's share of the Working Capital Fund shall be transferred to Association immediately after the closing of the Home. The purpose of this fund is to assure that Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the Working Capital Fund are not to be considered as advance payment of Assessments. The Working Capital Fund may be used by Developer to reduce the Operating Costs. Notwithstanding anything herein to the contrary, Developer shall have the option to waive contributions to the Working Capital Fund.

15.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

15.13. Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.14. Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

15.15. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or

transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Quarterly Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure.

15.16. Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.17. Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

15.18. Exemption. The Board shall have the right to exempt any portion of The Hamptons subject to this Declaration from the Assessments, provided that such part of The Hamptons exempted is used (and as long as it is used) for any of the following purposes:

- 15.18.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- 15.18.2. Any real property interest held by a Service Provider;
- 15.18.3. Common Areas;
- 15.18.4. Any of The Hamptons exempted from ad valorem taxation by the laws of the State of Florida;
- 15.18.5. Any easement or other interest dedicated or conveyed to not for profit corporations for the use and benefit of residents in the Development of Regional Impact of which The Hamptons is a part.

15.19. Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

15.20. Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

15.21. Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association

learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

16. Information to Lenders and Owners.

16.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

16.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

16.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

16.3.1. Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

16.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

16.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

16.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder.

17. Architectural Control.

17.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to The Hamptons. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.

17.2. Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

17.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of The Hamptons. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within The Hamptons by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

17.4. Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances.

17.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve

the Community Standards, which approval, may be granted in its sole discretion.

17.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

17.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of The Hamptons, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of The Hamptons, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

17.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

17.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

17.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

17.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

17.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

17.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

17.8.6. Upon continued disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

17.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

17.10. Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

17.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

17.12.1. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in The Hamptons shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in The Hamptons shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in The Hamptons and no construction materials shall be stored in The Hamptons subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in The Hamptons or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards.

17.12.2. There shall be provided to the ACC a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into The Hamptons as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC

17.12.3. Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in The Hamptons.

17.12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within The Hamptons. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within The Hamptons and each Owner shall include the same therein.

17.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of The Hamptons for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

17.14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels

including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

17.15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

17.16. Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.17. Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance.

17.18. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall **not** be subject to the review of the ACC, Association, or the provisions of the Community Standards.

17.19. Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

17.20. Master Association Architectural Control. In addition to approval by the ACC, no building, structure or other improvement shall be erected or altered on any Home, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Home or Common Area, be performed by or at the request of any person other than the Association without the prior written approval of the Master Association, acting through its Planning and Architectural Review Board pursuant to Article 6 of the Master Declaration. Any person applying shall comply with all applicable requirements and procedures of the Master Documents, particularly the Development Code. Under the Master Declaration, the Board of Trustees of the Master Association has the right, but not the obligation, to delegate all or a portion of the review and approval powers of the Building and Planning Board to the Board of the Association. Such delegation may also be conditioned on such criteria as the Board of Trustees of the Master Association, in its sole discretion, deems proper.

18. Owners Liability.

18.1. Right to Cure. Should any Owner do any of the following:

18.1.1. Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration; or

18.1.2. Cause any damage to any improvement or Common Areas; or

18.1.3. Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

18.1.4. Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

18.1.5. Impede Developer from proceeding with or completing the development of The Hamptons.

Then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

18.2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

18.2.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

18.2.2. Commence an action to recover damages; and/or

18.2.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

18.3. No Waiver The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

18.4. Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

18.5. Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer, and/or Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

18.6. Fines. Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC, Association shall also have the right to levy reasonable fines or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be

an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. Each day of an Owner's failure to comply with this Declaration, the Rules and Regulations, the Community Standards, or other rules and regulations promulgated by the ACC shall be treated as a separate violation and, be subject to a separate fine. The decisions of Association shall be final. Fines shall be in such reasonable and uniform amounts as Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 617.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

19. Additional Rights of Developer.

19.1. Sales Office. For so long as Developer owns any property in The Hamptons, is affected by this Declaration, or maintains a sales office within The Hamptons, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of The Hamptons and sales and re-sales of Homes and/or other properties owned by Developer or others outside of The Hamptons. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of The Hamptons, including Common Areas, employees in the models and offices, maintain offices in models, and use of the Common Areas to show Homes. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense.

19.2. Modification. The development and marketing of The Hamptons will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of The Hamptons to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

19.3. Promotional Events. Prior to the Community Completion Date, Developer shall have the right, at any time, to hold marketing and promotional events within The Hamptons and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market The Hamptons and Homes in advertisements and other media by making reference to The Hamptons, including, but not limited to, pictures or drawings of The Hamptons, Common Areas, and Homes constructed in The Hamptons. All logos, trademarks, and designs used in connection with The Hamptons are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer.

19.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of The Hamptons.

19.5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

19.6. Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunication Services; and other purposes over, upon and across The Hamptons so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunication Systems, irrigation, drainage lines or electrical lines over any portion of The Hamptons so long as such easement is outside the footprint of the foundation of any residential improvement constructed on any portion of The Hamptons. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc.

and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

19.7. Right to Enforce

Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

19.8. Additional Development. If Developer withdraws portions of The Hamptons from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

19.9. Representations. Developer makes no representations concerning development both within the boundaries of The Hamptons including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on The Hamptons or in The Hamptons or adjacent or near The Hamptons, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

19.10. Telecommunication Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more Telecommunication Services for all or any part of The Hamptons. Prior to the Community Completion Date, all contracts between a Service Provider and Association shall be subject to the prior written approval of Developer. Developer reserves on behalf of itself and its nominees, successors, assigns, affiliates, and licensees the right to be the exclusive Service Provider for one or more Telecommunication Services, subject only to the requirements of all applicable laws, statutes, and regulations. Developer reserves unto itself and its nominees, successors, assigns, affiliates, and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon The Hamptons for the installation, construction and maintenance of Telecommunication Systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon The Hamptons for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, Telecommunication Services provided by such Telecommunication Systems are to serve all of The Hamptons, then the cost of the services may be Operating Costs of Association and shall be assessed as a part of the Assessments. If any services provided by the system are provided only to some, but not all, of the Homes, then the cost of any such services shall be an expense for the benefit of the respective Home to be assessed as an Individual Assessment, or a direct charge by the Service Provider, as the case may be. If Developer is not the Service Provider for any particular Telecommunication System, Developer shall have the right to receive, on a perpetual basis, a portion of the revenues derived from Telecommunication Systems within The Hamptons as agreed, from time to time, between the Service Providers of such systems and Developer.

19.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF The Hamptons INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

19.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF The Hamptons HAVE BEEN WRITTEN,

AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE HAMPTONS AND THE VALUE THEREOF; AND

- 19.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR SARASOTA COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND
- 19.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND 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 OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF The Hamptons (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

19.12. Waiver of Trial By Jury and Release. BY ACCEPTANCE OF A DEED, EACH OWNER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE HAMPTONS TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

19.13. Duration of Rights. The rights of Developer set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Developer nor any affiliate of Developer has any further interest of any kind in The Hamptons; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

19.14. Monitoring System.

19.14.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Home within The Hamptons. Prior to the Community Completion Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. Developer or its nominees, successors,

assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that The Hamptons may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. Association and Developer shall not be held liable for any loss or damage by reason or failure to provide adequate access control or ineffectiveness of access control measures undertaken.

19.14.2. Components. The Monitoring System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. It is anticipated that the gatehouse will not be manned until after the Community Completion Date, at which time Association may elect to man the gatehouse. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or added manned or unmanned gates houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

19.14.3. Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Monitoring System shall be included in Operating Costs of Association and shall be payable as a portion of the Assessments against Owners. The purpose of the Monitoring System will be to control access to The Hamptons.

19.14.4. Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Owners or Association with respect to such Monitoring System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within The Hamptons or any residential subdivision contained therein. Neither Developer nor Association guarantees or warrants, expressly or by implication, the merchantability of fitness for use of any community Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

20. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

21. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records.

22. General Provisions.

22.1. Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

22.2. Approval of Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

22.2.1. actions brought by Association to enforce the provisions of the Association Documents (including, without limitation, the foreclosure of liens or enforcement of Community Standards);

22.2.2. the imposition and collection of Assessments as provided in this Declaration;

22.2.3. proceedings involving challenges to ad valorem taxation;

22.2.4. counterclaims brought by Association in proceedings instituted against it.

This Section shall not be amended unless the prior written approval of Developer is obtained, which may be granted or denied in its sole discretion.

22.3. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

22.4. Execution of Documents. Developer's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or to any other portion of The Hamptons, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to The Hamptons or any portion(s) thereof.

22.5. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

22.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

22.7. Zoning Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and restrictive documents and all amendments thereto, recorded in the Public Records of Sarasota County, Florida.

Developer's plan of development for The Hamptons may necessitate from time to time the further amendment, modification and/or termination of these documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THESE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of these documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

b. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of said documents; and

c. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of said documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the said documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 28th day of September, 1998.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 28th day of September, 1998.

LENNAR HOMES, INC., a Florida corporation

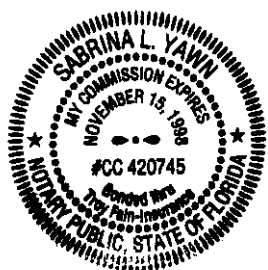
By: [Signature]
Robert Glantz, Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Declaration was acknowledged before me this 28th day of September, 1998, by Robert Glantz, as Vice President of the Lennar Homes, Inc., a Florida corporation, on behalf of the Corporation. He is personally known to me and did not take an oath.

[Signature]
NOTARY PUBLIC

My Commission Expires:



DESCRIPTION

INCREMENT "X"

A TRACT OF LAND LYING IN SECTIONS 14 AND 23, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE N.00°24'02"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 505.36 FEET; THENCE LEAVING SAID EAST LINE, S.89°35'58"W., A DISTANCE OF 54.74 FEET TO THE POINT OF BEGINNING; THENCE N.04°57'37"W., A DISTANCE OF 535.26 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2910.76 FEET AND A CENTRAL ANGLE OF 04°34'34"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 232.47 FEET; THENCE N.00°24'02"W., PARALLEL WITH AND 106.50 FEET DISTANT FROM THE AFORESAID EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1271.69 FEET; THENCE N.00°10'45"E., PARALLEL WITH AND 106.50 FEET DISTANT FROM THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 822.01 FEET; THENCE S.89°35'33"W., A DISTANCE OF 619.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF WELLINGTON CHASE, UNIT 1, PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGES 43, 43A THROUGH 43D, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING 12 CALLS ARE ALONG THE SAID SOUTHERLY BOUNDARY LINE; THENCE S.18°05'58"W. A DISTANCE OF 227.10 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°22'08" AND A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 238.32 FEET; THENCE S.77°28'06"W. A DISTANCE OF 256.07 FEET; THENCE S.87°08'12"W. A DISTANCE OF 85.70 FEET; THENCE N.88°05'59"W. A DISTANCE OF 131.55 FEET; THENCE S.81°59'43"W. A DISTANCE OF 120.35 FEET; THENCE S.85°09'45"W. A DISTANCE OF 154.71 FEET; THENCE S.68°18'44"W. A DISTANCE OF 244.38 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56°35'37" AND A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC A DISTANCE OF 187.67 FEET; THENCE N.55°05'40"W. A DISTANCE OF 107.53 FEET; THENCE N.13°36'14"W. A DISTANCE OF 159.72 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.68°51'16"E. A RADIAL DISTANCE OF 895.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 20°58'06" A DISTANCE OF 327.54 FEET TO THE EASTERLY LINE OF PALMER PARK OF COMMERCE, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 35, PAGES 32, 32A THROUGH 32E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.55°20'03"W. A RADIAL DISTANCE OF 1145.97 FEET (THE FOLLOWING TWO CALLS ARE ALONG SAID EASTERLY LINE); THENCE SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 07°18'27" A DISTANCE OF 146.16 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.54°57'37"W. A RADIAL DISTANCE OF 1974.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 15°55'50", A DISTANCE OF 549.09 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE, S.22°41'09"W. A DISTANCE OF 328.48 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.29°22'29"W. A RADIAL DISTANCE OF 104.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 80°49'24", A DISTANCE OF 147.27 FEET; THENCE S.38°33'05"W. A DISTANCE OF 57.81 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°06'34" AND A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 55.18 FEET; THENCE S.08°26'31"W., A DISTANCE OF 136.95 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°55'26" AND A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 158.02 FEET; THENCE S.24°28'54"E. A DISTANCE OF 134.13 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°11'01" AND A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 27.44 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38°39'51" AND A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 101.22 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°12'39" AND A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 21.13 FEET; THENCE S.14°07'44"E., A DISTANCE OF 75.72 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL

EXHIBIT "A"

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ANGLE OF 23°55'21" AND A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 18.79 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°07'28" AND A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 34.14 FEET; THENCE S.29°19'51"E., A DISTANCE OF 50.00 FEET; THENCE S.41°34'37"E., A DISTANCE OF 103.98 FEET; THENCE S.48°24'33"E., A DISTANCE OF 40.62 FEET; THENCE S.33°26'48"E., A DISTANCE OF 38.25 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°49'38" AND A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 102.20 FEET; THENCE S.75°16'25"E., A DISTANCE OF 22.01 FEET; THENCE N.74°56'32"E., A DISTANCE OF 52.78 FEET; THENCE N.63°30'49"E., A DISTANCE OF 86.90 FEET; THENCE N.24°13'29"E., A DISTANCE OF 70.04 FEET; THENCE N.41°21'44"E., A DISTANCE OF 99.52 FEET; THENCE S.69°07'04"E., A DISTANCE OF 193.48 FEET; THENCE S.69°42'20"E., A DISTANCE OF 361.95 FEET; THENCE S.56°53'03"E., A DISTANCE OF 132.53 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 63°17'11" AND A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 441.82 FEET; THENCE S.06°24'09"W., A DISTANCE OF 79.06 FEET; THENCE S.16°16'28"W., A DISTANCE OF 137.80 FEET; THENCE S.27°11'33"W., A DISTANCE OF 94.96 FEET; THENCE S.62°35'21"W., A DISTANCE OF 30.88 FEET; THENCE S.32°15'56"W., A DISTANCE OF 44.09 FEET; THENCE S.85°09'48"W., A DISTANCE OF 41.53 FEET; THENCE S.37°54'21"W., A DISTANCE OF 62.59 FEET; THENCE S.43°03'40"W., A DISTANCE OF 53.77 FEET; THENCE S.54°00'49"W., A DISTANCE OF 60.00 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 103°25'10" AND A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 108.30 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 61°33'39" AND A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 139.68 FEET; THENCE S.12°09'17"W., A DISTANCE OF 29.97 FEET; THENCE S.52°25'20"W., A DISTANCE OF 162.02 FEET; THENCE S.70°23'42"W., A DISTANCE OF 43.17 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°18'55" AND A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 135.90 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 130°41'19" AND A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC A DISTANCE OF 79.83 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°15'35" AND A RADIUS OF 270.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 95.47 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.04°14'00"W. A RADIAL DISTANCE OF 900.00 FEET, SAID POINT BEING THE NORTHERNMOST CORNER OF LOT 96, STONEBRIDGE, UNIT 2 RECORDED IN PLAT BOOK 38, PAGES 41, 41A THROUGH 41E OF THE AFOREMENTIONED PUBLIC RECORDS (THE FOLLOWING SIX CALLS ARE ALONG THE LINES OF STONEBRIDGE, UNIT 2); THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 15°24'12", A DISTANCE OF 241.96 FEET; THENCE S.27°44'01"E. A DISTANCE OF 204.14 FEET; THENCE S.21°51'26"W. A DISTANCE OF 31.54 FEET; THENCE S.24°40'52"E. A DISTANCE OF 427.54 FEET; THENCE N.67°12'29"E. A DISTANCE OF 161.11 FEET; THENCE N.82°18'39"E. A DISTANCE OF 88.37 FEET TO THE NORTHERNMOST CORNER OF LOT 36 OF SAID STONEBRIDGE, UNIT 2 AND THE WESTERLY LINE OF TRACT 703, STONEBRIDGE, UNIT 1 RECORDED IN PLAT BOOK 38, PAGES 18, 18A-18D OF SAID PUBLIC RECORDS (THE FOLLOWING TWENTY-SIX CALLS ARE ALONG THE LINES OF TRACT 703); THENCE N.18°03'49"E. A DISTANCE OF 168.37 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 25°24'55"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 212.92 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.83°23'14"E. A RADIAL DISTANCE OF 390.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 20°37'49" A DISTANCE OF 140.43 FEET; THENCE N.48°25'09"E. A DISTANCE OF 19.87 FEET; THENCE N.29°38'19"E. A DISTANCE OF 66.60 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 43°22'22"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 113.55 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.89°33'53"E. A RADIAL DISTANCE OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 70°13'38" A DISTANCE OF 122.57 FEET; THENCE N.70°39'45"E. A DISTANCE OF 57.25 FEET; THENCE N.77°24'25"E. A DISTANCE OF 140.19 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.56°48'39"E. A RADIAL DISTANCE OF 153.73 FEET; THENCE

NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 25°02'12" A DISTANCE OF 67.18 FEET TO A POINT OF COMPOUND CURVATURE (PCC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 11°34'58"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 70.75 FEET TO A POINT OF REVERSE CURVATURE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 13°28'39"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 35.28 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 48°19'11"; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 248.79 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 33°24'41"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 43.74 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 48°54'31"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 162.19 FEET; THENCE S.52°23'12"E. A DISTANCE OF 71.38 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 12°58'56"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 22.66 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 60°23'59"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 73.79 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 30°02'15"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 83.88 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 23°17'11"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 20.32 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 66°20'21"; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 289.46 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 243.46 FEET AND A CENTRAL ANGLE OF 17°08'09"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 72.81 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 60°30'29"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 73.92 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 113°35'27"; THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 79.30 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 21°18'36"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 29.75 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 565.00 FEET AND A CENTRAL ANGLE OF 00°37'54"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 6.23 FEET; THENCE S.84°55'18"E., A DISTANCE OF 44.39 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°32'23" AND A RADIUS OF 170.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 97.02 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°02'44" AND A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 43.09 FEET; THENCE S.88°24'57"E. A DISTANCE OF 370.16 FEET TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND IN THE S.E. 1/4 OF SECTION 14, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 14; THENCE N.89°41'20"W. ALONG THE SOUTHERLY LINE OF SAID S.E. 1/4 A DISTANCE OF 75.01 FEET; THENCE N.00°24'03"W. A DISTANCE OF 821.58 FEET TO THE POINT OF BEGINNING; THENCE S.89°35'33"W. A DISTANCE OF 597.77 FEET TO THE EASTERLY LINE OF PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 2742 AT PAGE 1030 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°24'04"W. ALONG SAID EASTERLY LINE A DISTANCE OF 34.49 FEET; THENCE S.71°54'02"E. A DISTANCE OF 78.21 FEET; THENCE N.86°01'16"E. A DISTANCE OF 53.96 FEET; THENCE N.18°05'58"E. A DISTANCE OF 56.00 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 01°34'46"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 7.58 FEET; THENCE

S.73°28'47"E. A DISTANCE OF 112.75 FEET; THENCE S.09°41'36"W. A DISTANCE OF 10.69 FEET; THENCE N.89°35'57"E. A DISTANCE OF 110.79 FEET; THENCE N.67°06'44"E. A DISTANCE OF 54.34 FEET; THENCE S.89°49'15"E. A DISTANCE OF 182.69 FEET; THENCE S.00°24'03"E. A DISTANCE OF 48.90 FEET TO THE POINT OF BEGINNING, LESS THAT PART LYING EASTERLY OF A LINE 106.50 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE S.E. 1/4 OF SAID SECTION 14.

LESS AND EXCEPT:

THAT PART OF THE ABOVE DESCRIBED INCREMENT "X" LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGIN AT THE NORTHERNMOST CORNER OF LOT 36, STONEBRIDGE, UNIT 2 RECORDED IN PLAT BOOK 38, PAGES 41, 41A THROUGH 41E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA SAID POINT ALSO BEING ON THE WESTERLY LINE OF TRACT 703 PER PLAT OF STONEBRIDGE, UNIT 1 RECORDED IN PLAT BOOK 38 PAGES 18, 18A THROUGH 18D OF SAID PUBLIC RECORDS (THE FOLLOWING SEVEN CALLS ARE ALONG THE WESTERLY LINE OF TRACT 703); THENCE N.18°03'49"E. A DISTANCE OF 168.37 FEET TO THE POINT OF CURVATURE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 25°24'55"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 212.92 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.83°24'14"E. A RADIAL DISTANCE OF 390.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 20°37'49" A DISTANCE OF 140.43 FEET; THENCE N.48°25'09"E. A DISTANCE OF 19.87 FEET; THENCE N.29°38'19"E. A DISTANCE OF 66.60 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 43°22'22"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 113.55 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.89°33'53"E. A RADIAL DISTANCE OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 42°01'33" A DISTANCE OF 73.35 FEET; THENCE N.30°52'25"E. A DISTANCE OF 180.07 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1145.00 FEET AND A CENTRAL ANGLE OF 13°35'25"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 271.59 FEET; THENCE S.72°15'19"E. A DISTANCE OF 80.06 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 09°21'47"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 58.01 FEET; THENCE S.62°53'32"E. A DISTANCE OF 64.87 FEET; THENCE N.27°06'28"E. A DISTANCE OF 120.00 FEET; THENCE N.62°53'32"W. A DISTANCE OF 64.87 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 03°13'24"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 26.72 FEET; THENCE N.23°53'04"E. A DISTANCE OF 170.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.23°53'04"W. A RADIAL DISTANCE OF 645.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 06°08'23" A DISTANCE OF 69.12 FEET; THENCE N.72°15'19"W. A DISTANCE OF 49.06 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.48°08'52"E. A RADIAL DISTANCE OF 355.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 09°28'04" A DISTANCE OF 58.66 FEET TO THE POINT OF REVERSE CURVE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET AND A CENTRAL ANGLE OF 23°00'56"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 178.76 FEET; THENCE N.61°41'44"W. A DISTANCE OF 170.00 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.61°41'44"W. A RADIAL DISTANCE OF 275.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 09°48'51" A DISTANCE OF 47.10 FEET; THENCE N.18°29'26"E. A DISTANCE OF 46.89 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET AND A CENTRAL ANGLE OF 18°42'31"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 155.10 FEET; THENCE S.89°46'55"W. A DISTANCE OF 120.00 FEET; THENCE N.01°16'52"W. A DISTANCE OF 170.36 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.12°54'39"E. A RADIAL DISTANCE OF 136.50 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 22°58'44" A DISTANCE OF 54.74 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243.50 FEET AND A CENTRAL ANGLE OF 02°03'15"; THENCE NORTHWESTERLY ALONG THE

ARC A DISTANCE OF 8.73 FEET; THENCE N.33°50'09"E. A DISTANCE OF 36.50 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.33°50'09"W. A RADIAL DISTANCE OF 280.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 07°48'00" A DISTANCE OF 38.12 FEET; THENCE N.23°28'38"E. A DISTANCE OF 40.03 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.26°02'09"W. A RADIAL DISTANCE OF 320.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 06°59'32" A DISTANCE OF 39.05 FEET; THENCE N.19°30'58"W. A DISTANCE OF 106.83 FEET; THENCE N.01°18'09"W. A DISTANCE OF 52.35 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 235.00 FEET AND A CENTRAL ANGLE OF 52°50'19"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 216.72 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 41°36'35"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 25.42 FEET; THENCE N.12°31'54"W. A DISTANCE OF 43.00 FEET TO A POINT IN THE SOUTHERLY LINE OF TRACT 703 OF WELLINGTON CHASE, UNIT 1 RECORDED IN PLAT BOOK 37, PAGES 43, 43A THROUGH 43D OF THE AFOREMENTIONED PUBLIC RECORDS WHICH LIES 49.35 FEET N.77°28'06"E. FROM AN ANGLE POINT IN SAID SOUTHERLY LINE FOR THE POINT OF TERMINATION.