

The following pages are the covenants, conditions, restrictions, etc. for:


Traditions at Lake Ruby in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

*This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.*

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

THIS INSTRUMENT PREPARED BY  
 AND RETURN TO:

 RUSSELL K. DICKSON, JR., ESQ.  
 FISHER, RUSHMER, WERREN RATH, DICKSON,  
 TALLEY & DUNLAP, P.A.  
 20 NORTH ORANGE AVENUE, SUITE 1500  
 ORLANDO, FLORIDA 32801

**DECLARATION  
 FOR  
 TRADITIONS AT WINTER HAVEN**

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**DECLARATION  
FOR  
TRADITIONS AT WINTER HAVEN**

THIS DECLARATION FOR TRADITIONS AT WINTER HAVEN (this "**Declaration**") is made by Ruby Lake Development, LLC, a Florida limited liability company, ("**Ruby Lake**"), joined in by Traditions at Winter Haven Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**").

**R E C I T A L S**

- A. Ruby Lake is or will be the owner of the real property in Polk County, Florida, more particularly described in **Exhibit 1** attached hereto and made a part hereof ("**Traditions at Winter Haven**").
- B. Ruby Lake desires to subject Traditions at Winter Haven to the covenants, conditions and restrictions contained in this Declaration.
- C. This Declaration is a covenant running with all of the land comprising Traditions at Winter Haven, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Ruby Lake hereby declares that every portion of Traditions at Winter Haven is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens 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:

"**ACC**" shall mean the Architectural Control Committee for Traditions at Winter Haven established pursuant to Section 17.1 hereof.

"**Access Control System**" shall mean any system intended to control access and/or enhance the welfare of Traditions at Winter Haven.

"**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, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15 hereof.

"**Association**" shall mean the Traditions at Winter Haven Homeowners 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, as amended from time to time.

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

"**Builder**" shall mean any person or entity that purchases a Lot or Parcel from Developer for the purpose of constructing one or more Homes, including but not limited to Lennar Homes, Inc. and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities) successors and assigns.

"**By-Laws**" shall mean the By-Laws of Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, individual satellite dishes, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

"**Club**" shall mean Traditions at Winter Haven Recreational Facility Club, including the land and club facilities provided for the Owners pursuant to the provisions of the Club Plan.

"**Club Dues**" shall mean the charges related to the Club to be paid by the Owners pursuant to the provisions of the Club Plan including, without limitation, the Club Membership Fee.

"**Club Expenses**" shall have the meaning set forth in the Club Plan.

**"Club Membership Fee"** shall mean the fee to be paid to the Club Owner by each Owner pursuant to the provisions of this Declaration and the Club Plan.

**"Club Manager"** shall mean the entity operating and managing the Club at any given time.

**"Club Owner"** shall mean the owner of the Club, its successors and assigns. Presently the Club Owner is Ruby Lake.

**"Club Plan"** shall mean Traditions at Winter Haven Recreational Facility Club Plan together with all amendments and modifications thereof. A copy of the Club Plan is attached hereto as **Exhibit 4** and made a part hereof. This Declaration is subordinate in all respects to the Club Plan.

**"Common Areas"** shall mean all real property interests and personalty within Traditions at Winter Haven 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 Traditions at Winter Haven. The Common Areas may include, without limitation, open space areas, gatehouses, electronic barrier arms, electronic gates, lift stations, internal buffers, perimeter buffers or landscape easement areas, entrance features, fountains, private roads, fitness trails, improvements, easement areas owned by others, additions, irrigation pumps, irrigation areas, irrigation lines, lift stations, the Surface Water Management System, sidewalks, roads, parking areas, lights, perimeter walls, commonly used utility facilities, signage, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home or the Club. 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, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. 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.

**"Community Completion Date"** shall mean the date upon which all Homes in Traditions at Winter Haven, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder(s) to Owners.

**"Community Plan"** shall mean collectively the full or partial concept plan for the development of Traditions at Winter Haven, 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 Community Plan is subject to change as set forth herein. The Community Plan is not a representation by Developer as to the development of Traditions at Winter Haven or its amenities, as Developer reserves the right to amend all or part of the Community Plan from time to time.

**"Community Standards"** shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 17.5 hereof.

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

**"County"** shall mean Polk County, Florida.

**"Data Transmission Services"** shall mean (i) internet access services and (ii) 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 Ruby Lake and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities) 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.

**"Driveway Dominant Tenement"** shall have the meaning set forth in Section 13.5.2.1 hereof.

**"Driveway Easement"** shall have the meaning set forth in Section 13.5.2.2 hereof.

**"Driveway Servient Tenement"** shall have the meaning set forth in Section 13.5.2.1 hereof.

**"FCC"** shall have the meaning set forth in Section 11.36 hereof.

**"Home"** shall mean each residential single family home and appurtenances thereto constructed within Traditions at Winter Haven. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (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.

**"Indemnified Parties"** shall have the meaning set forth in Section 9.8.6 hereof.

**"Individual Assessments"** shall have the meaning set forth in Section 15.2.5 hereof.

**"Initial Capital Contribution"** shall have the meaning set forth in Section 15.11 hereof.

**"Lender"** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**"Lessee"** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Traditions at Winter Haven.

**"Losses"** shall have the meaning set forth in Section 9.8.6 hereof.

**"Lot"** shall mean any platted residential lot shown on a Plat.

**"Monthly Assessments"** shall have the meaning set forth in Section 15.2.1 hereof.

**"NFIP"** shall have the meaning set forth in Section 12.1.1 hereof.

**"Non-Conforming Pavers"** shall have the meaning set forth in Section 9.13 hereof.

**"Operating Costs"** shall mean all costs and expenses of Association and the Common Areas including, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; all amounts payable in connection with the operation and maintenance of any lift stations; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; painting, replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder and/or under the Club Plan, 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 and/or the Club Plan.

**"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, Builder, Club Owner or a Lender.

**"Parcel"** shall mean any portion of Traditions at Winter Haven upon which one or more Homes may be constructed, a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

**"Permit"** shall mean the permit attached as **Exhibit 5** issued by the SWFWMD.

**"Plat"** shall mean any plat of any portion of Traditions at Winter Haven 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 Polk County, Florida.

**"Required Demolition"** shall have the meaning set forth in Section 12.2.2 hereof.

**"Required Repair"** shall have the meaning set forth in Section 12.2.2 hereof.

**"Reserves"** shall have the meaning set forth in Section 15.2.4 hereof.

**"Ruby Lake"** shall mean Ruby Lake Development, LLC, a Florida limited liability company, its successors and/or assigns.

**"Rules and Regulations"** shall mean collectively the Rules and Regulations governing Traditions at Winter Haven as adopted by the Board from time to time.

**"Side Yard Dominant Tenement"** shall have the meaning set forth in Section 13.5.1.1 hereof.

**"Side Yard Easement"** shall have the meaning set forth in Section 13.5.1.2 hereof.

**"Side Yard Servient Tenement"** shall have the meaning set forth in Section 13.5.1.1 hereof.

**"SWFWMD"** shall mean the South West Florida Water Management District.

**"Special Assessments"** shall mean those Assessments more particularly described as Special Assessments in Section 15.2.2 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, wetland areas, lakes, mitigation areas, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, dry retention areas, wet retention areas, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

**"Telecommunications Provider"** shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

**"Telecommunications Services"** shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**"Telecommunications Systems"** shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Traditions at Winter Haven. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

**"Telephony Services"** shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

**"Title Documents"** shall have the meaning set forth in Section 24.8 hereof.

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

**"Traditions at Winter Haven"** shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, each Parcel, Lot, tract, unit or other subdivision of real property, 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 Traditions at Winter Haven.

**"Turnover Date"** shall mean the date on which transition of control of Association from Developer to Owners occurs. Without limiting the foregoing, Developer shall never be obligated to turn over Association prior to date currently required by law.

**"Use Fees"** shall have the meaning set forth in Section 15.2.3 hereof.

**"Violations Committee"** shall have the meaning set forth in Section 18.8.2 hereof.

3. **Plan of Development.** The planning process for Traditions at Winter Haven is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop Traditions at Winter Haven and any adjacent property now or hereafter owned by Developer into residences, comprised of homes, villas, coach homes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms industrial facilities, technological facilities, and professional offices. 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 Traditions at Winter Haven as finally developed.

#### 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 or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, 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. All amendments must comply with Section 10.10.2 which benefits the SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover 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 Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Traditions at Winter Haven; 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 residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover 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 after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

4.4 Amendments After the Turnover Date. After the Turnover 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 two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

## 5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Traditions at Winter Haven by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to the Traditions at Winter Haven. 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 Traditions at Winter Haven, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of 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 Traditions at Winter Haven. Such amendment may contain additions to, modifications of, or omissions from, 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 and including the Turnover Date, only Developer may add additional lands to Traditions at Winter Haven.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of Traditions at Winter Haven (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 Traditions at Winter Haven 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 Traditions at Winter Haven 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 Traditions at Winter Haven). Association shall have no right to withdraw land from Traditions at Winter Haven.

## 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. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Traditions at Winter Haven and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments and the Club. Each Owner shall continue to be personally obligated to the successors or assigns of Association and/or Club Owner, as the case may be, for Assessments and Club Dues to the extent that Assessments and Club Dues are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas and/or Club. Without limiting the foregoing, the obligation of each Owner to pay the Club Membership Fee shall survive the dissolution of Association. The provisions of this Section shall only apply with regard to the maintenance, operation, and

preservation of those portions of Traditions at Winter Haven which had been Common Areas and/or comprised part of the Club and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Traditions at Winter Haven by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment except by Developer.

7.2 Transfer. The transfer of the fee simple 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 and shall terminate such Owner's membership in Association. 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. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, 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 this Declaration, the Articles and the By-Laws. Club Owner shall be a member of Association as set forth herein and in the 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 the other Association Documents 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 Club Owner, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of Board. Developer reserves the right to change, from time to time prior to and including Turnover Date, the composition of Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to Turnover.

7.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

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 Traditions at Winter Haven for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Traditions at Winter Haven part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Traditions at Winter Haven. In addition, the Common Areas of Traditions at Winter Haven may include decorative improvements, berms, waterfalls and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, 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 Traditions at Winter Haven or Home 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. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should 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 at its discretion and without notice.

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 Traditions at Winter Haven, 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 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

9.4 Conveyance.

9.4.1 Generally. Within sixty (60) days after the Turnover 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 or by Quitclaim Deed recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. 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.

9.4.2 Form of Common Area Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the plat(s) of the Traditions at Winter Haven;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or

repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Traditions at Winter Haven) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replating or otherwise.

9.5 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 Traditions at Winter Haven including, but not limited to, Association, Developer, Club Owner, 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 and including the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer and Club Owner, or (ii) after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; (b) seventy-five percent (75%) of all of the votes in Association; and (c) consent of the Club Owner being first had and obtained.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces including, but not limited to, roads, pathways, bicycle paths, 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 paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. 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, cart paths 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.

9.7 Delegation and Managers. 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. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a 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.

9.8 Use.

9.8.1 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. Without limiting the foregoing, Club Owner and all persons having a right to use the Club (whether or not they are Owners or members of the general public) shall have the right to use the Common Areas for pedestrian and vehicular ingress and egress to the Club for all purposes, and for maintenance, repair, and replacement of the Club.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications 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 and Club Owner. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors, and the consent of Club Owner, which consent shall not be unreasonably withheld or delayed.

9.8.3 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.

9.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or fountain within or adjacent to Traditions at Winter Haven. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence or other structure may be placed within any lake maintenance easement. Swimming and boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of the Traditions at Winter Haven (e.g., such Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Traditions at Winter Haven and (e) design of any portion of the Traditions at Winter Haven. Each person entering onto any portion of Traditions at Winter Haven also expressly indemnifies and agrees to hold harmless Developer, Association, Club Owner, Club Manager, Builders, 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, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas including, without limitation, any pool, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, AND ASSOCIATION, CLUB OWNER, AND CLUB MANAGER SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, Builders, and Association, Club Owner, and Club Manager, 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 waterbodies within Traditions at Winter Haven 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, Builders, Association, Club Owner, or Club Manager or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Builders, Association, Club Owner or Club Manager 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 attorneys' fees and paraprofessional fees at trial and upon appeal.

## 9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and the Traditions at Winter Haven. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would prohibit or restrict the development or operation of the Club or adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builders and/or their assigns, shall have the right to: (i) develop and construct commercial, club uses and industrial uses, Homes, Common Areas and the Club and related improvements within Traditions at Winter Haven, 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 Traditions at Winter Haven), general office and construction operations within Traditions at Winter Haven; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Traditions at Winter Haven 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 Traditions at Winter Haven; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Traditions at Winter Haven owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Traditions at Winter Haven including, without limitation, Homes; (vi) excavate fill from any lakes or waterways contiguous to Traditions at Winter Haven by dredge or dragline, store fill within Traditions at Winter Haven and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, Traditions at Winter Haven and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Traditions at Winter Haven.



9.10 Public Facilities. Traditions at Winter Haven 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 public park, fire station, police station, or other facility within the boundaries of Traditions at Winter Haven. Winter Haven Water and Sewer Authority owns a lift station that is located within the boundaries of Traditions at Winter Haven. Developer hereby grants, bargains, and sells a perpetual, non-exclusive easement over Traditions at Winter Haven in favor of Winter Haven Water and Sewer Authority for the purpose of maintaining the lift station within Traditions at Winter Haven. Notwithstanding the foregoing, any electricity costs charged to Association to operate the lift station and all related costs and expenses shall be part of Operating Costs.

9.11 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 constructive 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.

9.12 Special Taxing Districts. 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 special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, wing walls, entrance features, roads, landscaping, irrigation areas, surface water management systems, 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. Each Owner's obligation 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 Polk County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Traditions at Winter Haven (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Water Mains. In the event 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 each Owner's expense as an Individual Assessment, if such expenses are not paid for by County or other entity.

9.15 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 their 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.

9.16 Site Plans and Plats. Traditions at Winter Haven may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Traditions at Winter Haven. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.



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 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies including, but not limited to, mailbox and entrance canopies located within the Common Areas in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of Operating Costs of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

10.3 Lawn Maintenance. Association shall cut, edge and fertilize the lawn and maintain the trees and hedges of each Home; provided however, with respect to forty (40) foot Homes, Association shall only maintain the front yards. Notwithstanding the foregoing, Owners shall be required to maintain any portion of a yard that is fenced in. Association may also weed the plant bed(s) in the lawn of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Owner modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Association shall also be responsible for the maintenance of the sprinkler system (the installation of which is subject to ACC approval) and all other landscaping and improvements in the lawn of such Home, if any, unless an Amendment to this Declaration is recorded for one or more Homes making the maintenance of the sprinkler system and/or other improvements in the lawn of such Homes the maintenance obligation of the Owner of each Home. EACH OWNER ACKNOWLEDGES THAT THE COST OF THE SPECIFIED LAWN MAINTENANCE WILL BE BASED ON THE SIZE OF THEIR HOME (40, 50 OR 60 FOOT HOME), AND ALL OF THE ABOVE SPECIFIED LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ALL HOMES AND WILL BE CHARGED TO AN OWNER BASED ON SUCH HOME SIZE.

10.4 Painting. Association shall be responsible for painting the exterior of all Homes.

10.5 Street Lighting. Association shall at all times maintain, repair, and replace any street lighting located within Traditions at Winter Haven, including but not limited to, street lighting which lies within one or more Lots; provided however, that any independent lamp post installed in the front yard of the forty (40) foot Homes shall be maintained by the Owner of such Home.

10.6 Irrigation and Sprinkler Systems. Association shall at all times maintain, repair, and replace the irrigation and sprinkler systems throughout the Common Areas.

10.7 Private Roads. All roads which are privately owned shall be maintained by Association or an entity other than County.

10.8 Public Roads. It is possible that Association may maintain the medians and swales of all public roads pursuant to an agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs.

10.9 Perimeter Walls and Common Area Walls. Association shall be responsible for maintaining any perimeter and/or common area walls of Traditions at Winter Haven even if such walls lie within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any shadow box fencing within his or her Lot.

10.10 Surface Water Management System. To the extent the Surface Water Management System is not maintained by County, SWFWMD, or other entity, Association shall maintain, repair, replace and insure the same and comply with all SWFWMD permits and requirements.

10.10.1 Duty to Maintain Surface Water Management System. The Surface Water Management System within Traditions at Winter Haven will be owned, maintained and operated by Association as permitted by the SWFWMD. Association shall obtain the written approval of the SWFWMD prior to any reconstruction of the Surface Water Management System. The prior written approval of the SWFWMD is not required in connection with the maintenance and/or repair of the Surface Water Management System provided that such maintenance and/or repair conforms to SWFWMD standards as set forth by SWFWMD from time to time. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Each Builder and Owner within Traditions at Winter Haven at the time of construction of a building, residence or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

10.10.2 Amendments to Association Documents. Any proposed amendment to Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SWFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SWFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

10.10.3 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Wetland Conservation Areas"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that become established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Bartow Service Office, Surface Water Regulation Manager.

10.10.4 Use Restrictions for Wetland Conservation Areas. The conservation areas may in no way be altered from their natural or permitted state, with the exception of permitted maintenance activities as set forth in the Permit. These use restrictions may be defined on the Permit and the plats associated with Traditions at Winter Haven. Activities prohibited within the conservation areas include, but are not limited to, the following:

10.10.4.1 Construction or placing of landscaping, buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

10.10.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offenses materials;

10.10.4.3 Removal or destruction of tress, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer;

10.10.4.4 Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

10.10.4.5 Diking or fencing;

10.10.4.6 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

10.10.4.7 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation;

10.10.4.8 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

10.10.4.9 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

10.10.5 Pre-approval of SWFWMD. No Builder or Owner within the Traditions at Winter Haven may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit issued by the SWFWMD and recorded plat(s) of Traditions at Winter Haven, unless prior approval is received from the SWFWMD Environmental Resource Regulation Department.

10.10.6 Compliance with Construction Plans. Each Builder and Owner within Traditions at Winter Haven at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

10.11 Adjoining Areas. Association shall also maintain those drainage areas, swales, 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 inaccessible areas within fences or walls that form a part of a Home.

10.12 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 an 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.

10.13 Right of Entry. Developer, Club Owner, and Association are granted a perpetual and irrevocable easement over, under and across Traditions at Winter Haven for the purposes as 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 Traditions at Winter Haven if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.14 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which

are within or outside of Traditions at Winter Haven and which 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 Traditions at Winter Haven. These areas may include (by way of example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent there is any agreement between Developer and Association for the maintenance of any lakes or ponds outside Traditions at Winter Haven, Association shall maintain the same as part of the Common Areas.

11. Use Restrictions. Each Owner must comply with the following:

11.1 Alterations and Additions. No alteration, addition or modification to a Parcel, Lot or 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.

11.2 Animals. No animals of any kind shall be raised, bred or kept within Traditions at Winter Haven for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by Polk County ordinances up to a limit of two (2) such pets 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 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 Traditions at Winter Haven 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.

11.3 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 Parcel, Lot or Home unless approved by the ACC.

11.4 Cars and Trucks.

11.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Traditions at Winter Haven or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Traditions at Winter Haven has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Traditions at Winter Haven except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Traditions at Winter Haven.

11.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Traditions at Winter Haven for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Traditions at Winter Haven, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

11.4.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Traditions at Winter Haven except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*i.e.*, Broncos, Blazers, Explorers, Navigators, etc.) 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 or Builder of Homes, the Club, Common Areas, or any other Traditions at Winter Haven facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Traditions at Winter Haven. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

11.5 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 set forth in Section 12.2.2 herein and 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.

11.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer or Builders and operation of the

Club, no commercial or business activity shall be conducted in any Home within Traditions at Winter Haven. 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 Traditions at Winter Haven. No solicitors of a commercial nature shall be allowed within Traditions at Winter Haven, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

11.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Traditions at Winter Haven. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

11.8 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 or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

11.9 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. No outside grills or barbeque facilities shall be permitted in Traditions at Winter Haven except in those portions of the Common Areas designated for such use by Association from time to time and in the back yards of Homes. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Traditions at Winter Haven.

11.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Traditions at Winter Haven without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. 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 Home).

11.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of Traditions at Winter Haven 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.

11.12 Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home 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, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) 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 that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

11.13 Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend 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 Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law

11.14 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. 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.

11.15 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home should be prepared prior to departure by: (i) notifying Association in writing; (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. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

11.16 Fencing. No walls or fences shall be erected or installed. Notwithstanding the foregoing, any type of wall or fence erected by Developer including, but not limited to, green vinyl coated chain link fence which may be erected by Developer from time to time, for a specific purpose, shall be permitted.

11.17 Fuel Storage. No fuel storage shall be permitted within Traditions at Winter Haven, except as may be necessary or reasonably used for spas, barbecues, fireplaces or similar devices and as otherwise permitted by this Declaration.

11.18 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

11.19 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. 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, Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

11.20 General Use Restrictions. Each Home, the Common Areas and any portion of Traditions at Winter Haven shall not be used in any manner contrary to the Association Documents.

11.21 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

11.22 Irrigation. The water used in the irrigation system is potable water. The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. 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, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association and Club Owner may use waterways and lakes to irrigate Common Areas and/or the Club subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, 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, Association, and/or Club Owner shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of Association or an Owner shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

11.23 Lake and Canal Slopes. The yard of some Homes may border lakes and canals forming part of the Common Areas. The Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of the lake slopes, banks, and/or canal slopes to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Association shall also maintain lake slopes adjacent to each Home. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association and/or Developer an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of maintaining the same and insuring compliance with the requirements of this Section.

11.24 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, Lot or Parcel. No clothes drying area may be placed in Traditions at Winter Haven except within the boundaries of a Lot. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home; however, all such clotheslines must be removed from the Home, Lot, or Parcel when no clothes are being hung on such clotheslines.

11.25 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Traditions at Winter Haven. 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 Traditions at Winter Haven shall be the same as the responsibility for maintenance and repair of the property concerned.

11.26 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

11.26.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.

11.26.2 All grass and landscaping located within any yard of a Lot that is fenced pursuant to Section 11.16 herein, shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, screened rooms, or other permitted improvements shall be constructed within the yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

11.26.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Traditions at Winter Haven, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

11.26.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.27 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 if so requested by 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 Association Documents. No lease term shall be less than sixty (60) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in home care by a professional caregiver residing within the Home.

11.28 Maintenance by Owners.

11.28.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shadowbox fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Traditions at Winter Haven by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. In addition, in the event a fence or wall has been installed around a Home, or any portion thereof, then the Owner of such Home must maintain any portion of the Common Areas that is no longer readily accessible to Association.

11.28.2 Lawn Maintenance Standards.

The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by Owners.

11.28.2.1 Trees. Trees are to be pruned as needed.

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

11.28.2.3 Grass Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

11.28.2.4 Grass Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

11.28.2.5 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

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

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

11.28.2.8 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.

11.28.2.9 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.

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

11.28.3 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the noncomplying Owner as an Individual Assessment. 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 attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.28.4 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting. Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Traditions at Winter Haven, and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.28.5 Lake and Canal Common Areas. The yard of some Homes may contain lake slopes. To the extent that such lake slopes comprise part of the Common Areas, they will be regulated by the Association. Association may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to Common Area waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

11.28.6 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home and the sidewalk abutting the front or side of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend 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 or sidewalk 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 Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

11.28.7 Enclosed Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with ACC approval, or has blocked access to any portion of the yard of a Home, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. The foregoing shall not be deemed to permit the making of any such enclosure.

11.28.8 Weeds and Refuse. 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.

11.29 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling and/or visiting his or her Home at all times in and about Traditions at Winter Haven. Developer, Association, and Club Owner shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

11.30 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 Traditions at Winter Haven is permitted. No firearms shall be discharged within Traditions at Winter Haven. Nothing shall be done or kept within the Common Areas, or any other portion of Traditions at Winter Haven, including a Home, Lot or Parcel which will increase the rate of insurance to be paid by Association.



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

11.32 Personal Property. All personal property of Owners or other occupants of Homes 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, any Parcel, Lot or Home, or any other portion of Traditions at Winter Haven, which is unsightly or which interferes with the comfort and convenience of others.

11.33 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.34 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Traditions at Winter Haven, change the level of the land within Traditions at Winter Haven, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Traditions at Winter Haven. Owners may not place additional plants, shrubs, or trees within any portion of Traditions at Winter Haven without the prior approval of the ACC.

11.35 Roofs, Driveways and 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. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Notwithstanding Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

11.36 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, Lot or Parcel 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 Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of Traditions at Winter Haven. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Notwithstanding the foregoing, Club Owner may install without ACC approval Telecommunications Services equipment, a satellite dish or similar equipment within the property comprising the Club so long as such equipment is not visible from the street giving access to the Club. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

11.37 Screened Enclosures. No screened enclosures shall be permitted without the prior written approval of the ACC.

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

11.39 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Traditions at Winter Haven that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). Owners of Homes must have "For Sale" and "For Rent" signs approved by Association. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Traditions at Winter Haven, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday; and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American Flag, up to two feet (2') by four feet (4') in size, posted on a three foot (3') pole and attached at a forty-five (45) degree angle from the Home.

11.40 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Traditions at Winter Haven without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.



11.41 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

11.42 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel 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 Traditions at Winter Haven, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

11.43 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Traditions at Winter Haven or within any Home, Lot or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

11.44 Swimming, Boating and Docks. Swimming is prohibited within any of the lakes or waterbodies other than Ruby Lake within or adjacent to Traditions at Winter Haven. Sailboats, gas powered boats that do not exceed 22 feet in length and do not exceed 225 horsepower, are permitted on Ruby Lake, only small sail, or paddle or electric powered boats are permitted within the lakes and waterbodies other than Ruby Lake within and adjacent to Traditions at Winter Haven. Powered boats or trailered boats will not be permitted on the smaller lakes that do not have ramp access. Utilizing any water bodies will be at individual risk Traditions at Winter Haven assumes no liability

11.45 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.

11.46 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. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

11.47 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

11.48 Wells and Septic Tanks. No individual wells will be permitted on any Lot, and no individual septic tanks will be permitted on any Lot.

11.49 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

11.50 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other 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. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

## 12. Requirement to Maintain Insurance.

12.1 Association. Association shall maintain the following insurance coverage:

12.1.1 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.

12.1.2 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), Club Owner, and Association.

12.1.3 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.

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

12.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

## 12.2 Homes.

12.2.1 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 related costs or shall cover the costs to demolish a damaged Home as applicable, 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.

12.2.2 Requirement to Reconstruct or Demolish. 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") to the extent permitted under law. 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 or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed 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.

12.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 12.2.3 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 Traditions at Winter Haven.

12.2.4 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.

12.2.5 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or or Home for the purpose of inspecting and assessing the damage to such Home. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

12.2.6 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

12.3 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):

12.3.1 The bonds shall name Association as an obligee.

12.3.2 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.

12.3.3 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.

12.3.4 The bonds shall provide that they may not be canceled 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), Club Owner and Association.

12.4 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.

12.5 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. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.

12.6 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 to the then current governmental regulation(s).

12.7 Additional Insured. Developer, Club Owner and the respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

12.8 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.

### 13. Property Rights.

13.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Traditions at Winter Haven 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:

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

13.1.2 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

13.1.3 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.

13.1.4 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 and, at any time, without prior written consent of the Club Owner.

13.1.5 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

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

13.1.7 The rights of Developer and/or Association and/or Club Owner regarding Traditions at Winter Haven as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

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

13.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

13.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and 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.

13.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Traditions at Winter Haven as may be required in connection with the development of Traditions at Winter Haven, the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Parcels and Homes, the Club, 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 Traditions at Winter Haven for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems 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 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 and Club Owner'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 Traditions at Winter Haven from Developer's sales facilities located within Traditions at Winter Haven. 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. Developer may non-exclusively assign its rights hereunder to each Builder.

13.4 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, Telecommunications Providers Systems shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Traditions at Winter Haven.

13.5 Reciprocal Easements. There shall exist the following reciprocal appurtenant easements between adjacent Homes and between Homes and adjacent Common Areas. Each Home may be both benefited and burdened by side yard easements, driveway easements, easements for ingress and egress, and easements for maintenance, as described below:

13.5.1 Side Yard Easements.

13.5.1.1 Scope and Duration. When two adjacent Lots share a side lot line and are connected by a gated fence wall, one dwelling (the "Side Yard Dominant Tenement") shall have openings in the dwelling allowing access from the dwelling to the area between the Lots and the other dwelling (the "Side Yard Servient Tenement") shall not have access. The Side Yard Dominant Tenement shall enjoy the benefit and use of the Side Yard Easements (as hereinafter defined) over and upon the Side Yard Servient Tenement. The Side Yard Easements shall be perpetual and the holder of the Side Yard Dominant Tenement shall have exclusive use of that portion of the Side Yard Servient Tenement burdened by the Side Yard Easement, except that the Side Yard Servient Tenement shall retain the following rights:

13.5.1.1.1 The owner of the Side Yard Servient Tenement shall have the right at all reasonable times to enter upon the Side Yard Easement, including the right to cross over the Side Yard Dominant Tenement for such entry, in order to perform work related to the use and maintenance of the Side Yard Servient Tenement. In exercising such right, the owner of the Side Yard Servient Tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the Side Yard Easement.

13.5.1.1.2 The Side Yard Servient Tenement shall have the right of drainage over, across and upon the Side Yard Easement for water draining from the roof of any dwelling or structure upon the Side Yard Servient Tenement and the right to maintain eaves and appurtenances and the portions of any dwelling structure upon the Side Yard Servient Tenement as originally constructed or as constructed in accordance with the ACC.

13.5.1.1.3 The owner of the Side Yard Dominant Tenement shall not attach any object to a wall or dwelling belonging to the Side Yard Servient Tenement or disturb the grading of the Side Yard Easement or otherwise act with respect to such easement area in any manner that would damage the Side Yard Servient Tenement.

13.5.1.1.4 There shall exist for the benefit and use of the Side Yard Dominant Tenement a perpetual easement for ingress and egress over and upon the Side Yard Servient Tenement for the limited purpose of allowing the Side Yard Dominant Tenement to access his side yard and Side Yard Easement through the front gated fence-wall.

13.5.1.1.5 A fence-wall within the Side Yard Servient Tenement and on the front, rear or side line of a Side Yard Easement shall be owned and maintained by the Side Yard Dominant Tenement.

13.5.1.2 Description of the Side Yard Easement. The side yard easement (the "Side Yard Easement") shall extend over that portion of the Side Yard Servient Tenement from the intersection of the side yard fence-wall in the rear yard of the Side Yard Servient Tenement and the rear Lot fence-wall located on or parallel to the rear lot line of the Side Yard Servient Tenement, and then along the rear Lot fence-wall to the side yard lot line common to the Side Yard Servient Tenement and the Side Yard Dominant Tenement, and then along such side yard lot line towards the front of the Lot to the gated fence-wall that runs from the Lot on the Side Yard Dominant Tenement to the Lot on the Side Yard Servient Tenement, and then from the intersection of such gated fence-wall and the side yard Lot line common to the Side Yard Servient Tenement and the Side Yard Dominant Tenement to the side wall of the Lot on the Side Yard Servient Tenement, and then along such side wall of the Lot on the Side Yard Servient Tenement towards the rear of the Lot to the end of such side wall of the Lot, and then continue along the side yard fence-wall in the rear yard of the Side Yard Servient Tenement towards the rear of the Lot to the point of beginning. See sketch attached hereto as Exhibit 6 as an illustration of the extent of the Side Yard Easement.

13.5.1.3 Lots Affected by the Side Yard Easement. The Side Yard Easement shall benefit and burden the following Lots, as described below:

13.5.1.3.1 The following Lots are both burdened and benefited by Side Yard Easements: Lots 111 through 119, inclusive, 122 through 129, inclusive, 131 through 143, inclusive, 145 through 151, inclusive, 154 through 165, inclusive, and 168 through 177, inclusive.

13.5.1.3.2 The following Lots are burdened but not benefited by Side Yard Easements: Lots 130, 153, and 167, inclusive.

13.5.1.3.3 The following Lots are benefited but not burdened by Side Yard Easements: Lots 110, 121, 144, 152, and 166.

13.5.1.3.4 The following Lots are neither benefited nor burdened by Side Yard Easements: Lots 1 through 109, inclusive and 179 through 246, inclusive.

### 13.5.2 Driveway Easements.

13.5.2.1 Scope and Duration. It is intended that most driveways will encroach upon adjacent Lots. In such cases the Lot which the driveway serves shall be the dominant tenement (the "Driveway Dominant Tenement") and the Lot the driveway encroaches upon shall be the servient tenement (the "Driveway Servient Tenement"). There shall exist for the benefit and use of the Driveway Dominant Tenement a Driveway Easement (as hereinafter defined) over and upon the Driveway Servient Tenement. The Driveway Easement shall be perpetual and the holder of the Driveway Dominant Tenement shall have the exclusive use of that portion of the Driveway Servient Tenement burdened by the Driveway Easement except that the Driveway Servient Tenement shall retain the following rights:

13.5.2.1.1 The owner of the Driveway Servient Tenement shall have the right of ingress and egress over the Driveway Easement to access the owner's Lot.

13.5.2.1.2 The owner of the Driveway Servient Tenement shall have the right at all reasonable times to enter upon the Driveway Easement including, but not limited to, the right to cross over the Driveway Dominant Tenement for such entry, in order to perform work related to the use and maintenance of the Driveway Servient Tenement. In exercising such right, the owner of the Driveway Servient Tenement agrees to utilize reasonable care not to damage any landscaping or other items existing in the Driveway Easement.

13.5.2.1.3 The Driveway Servient Tenement shall have the right of drainage over, across and upon the Driveway Easement for water drainage from the roof of any dwelling or structure upon the Driveway Servient Tenement and the right to maintain eaves and appurtenances and the portions of any dwelling structure upon the Driveway Servient Tenement as originally constructed or as constructed in accordance with the ACC.

13.5.2.1.4 The owner of the Dominant Tenement shall not attach any object to a wall or dwelling belonging to the Servient Tenement or disturb the grading of the Driveway Easement or otherwise act with respect to such easement area in any manner which would damage the Servient Tenement.

13.5.2.2 Description of the Driveway Easement. The driveway easement (the "Driveway Easement") shall be described as follows: Beginning at a point where the side Lot line of the Driveway Dominant Tenement intersects the driveway of the Driveway Dominant Tenement; thence along such driveway on the Driveway Servient Tenement towards the roadway to a point where such driveway intersects the front Lot line of the Driveway Servient Tenement, thence along the front Lot line of the Driveway Servient Tenement to a point where the front Lot line of the Driveway Dominant Tenement and the Driveway Servient Tenement intersect; thence along the side Lot line between the Driveway Dominant Tenement and the Driveway Servient Tenement to the point of beginning and close. The Driveway Dominant Tenement shall be responsible for landscaping and maintenance of the Driveway Easement. See sketch attached hereto as Exhibit 6 as an illustration of the extent of the Driveway Easement.

13.5.2.3 Lots Affected by Driveway Easements. The Driveway Easement shall benefit and burden the following Lots as described:

13.5.2.3.1 The following Lots are both burdened and benefited by Driveway Easements: Lots 111 through 119, inclusive, 122 through 129, inclusive, 131 through 143, inclusive, 145 through 151, inclusive, 153 through 165, inclusive and 168 through 177, inclusive.

13.5.2.3.2 The following Lots are burdened but not benefited by Driveway Easements: Lots 110, 121, 144, 153, 163, 166, ~~167~~

13.5.2.3.3 The following Lots are benefited but not burdened by Driveway Easements: Lots 120, 130, 153, and 167.

13.5.2.3.4 The following Lots are neither benefited nor burdened by Driveway Easements: Lots 1 through 109, inclusive and 179 through 246, inclusive.

13.5.2.4 Access Easement. Additionally, there is a sidewalk from the driveway of the Driveway Dominant Tenement to the gated fence wall between the Driveway Dominant Tenement and the Driveway Servient Tenement. Such sidewalk is located on the Lot of both the Driveway Dominant Tenement and the Driveway Servient Tenement. The Driveway Dominant Tenement and the Driveway Servient Tenement are each hereby granted an easement for ingress and egress to their respective side yards, over that portion of the sidewalk located on the other's Lot and they shall jointly be responsible for the cost of maintaining such sidewalk, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

13.6 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas and Club 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.

13.7 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 to the encroachment shall exist for so long as the encroachment shall naturally exist.

13.8 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 Traditions at Winter Haven (including Lots, Parcels and/or Homes) for Telecommunications 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.

13.9 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 Traditions at Winter Haven (including Lots, Parcels, Homes and the Club) for the reasonable and necessary maintenance of Common Areas, Club, utilities, cables, wires and other similar facilities.

13.10 Drainage. A non-exclusive easement shall exist in favor of Developer, Club Owner, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Traditions at Winter Haven over, across and upon Traditions at Winter Haven for drainage, irrigation and water management purposes. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties to enter upon and over any portion of Traditions at Winter Haven (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation 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 Traditions at Winter Haven and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Traditions at Winter Haven 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.

13.11 Club Easements. A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of Traditions at Winter Haven necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefore (in the term of Assessments or otherwise).

13.12 Easement in favor of Association. Association is hereby granted an easement over all of Traditions at Winter Haven, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

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

14. Club Plan. Association and each Home Owner, where applicable, shall be bound by and comply with the Club Plan which is incorporated herein by reference. Although the Club Plan is an exhibit to this Declaration, the

Association Documents are subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and the Association Documents, the Club Plan shall control.

15. Assessments.

15.1 Types of Assessments. Each Owner and Builder, 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"). All Owners and Builders shall pay Assessments. Thereafter, so long as Developer deficit funds Association, neither Developer nor any Builder shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same. Club Owner, as a member of Association, shall be obligated to pay a nominal Assessment of One Dollar (\$1) per year to Association.

15.2 Purpose of 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 Traditions at Winter Haven, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

15.2.1 Any monthly assessment or charge for the purpose of operating 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 "Monthly Assessments");

15.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

15.2.3 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");

15.2.4 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 Monthly 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 Areas (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 approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

15.2.5 Assessments for which one or more Owners (but less than all Owners) within Traditions at Winter Haven 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, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, 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. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services, and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Traditions at Winter Haven that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.3 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.

15.4 Allocation of Operating Costs.

15.4.1 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.



15.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Monthly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Monthly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Traditions at Winter Haven conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer. Notwithstanding the foregoing, based on the size of the Home (40, 50 or 60 foot Home), the costs to maintain the lawn of such Home and to paint such Home may be assessed differently.

15.4.3 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 Monthly Assessments, as applicable, 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 Monthly Assessments, which Special Assessment shall relate back to the date that the Monthly 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).

15.4.4 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.

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

15.6 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.

15.7 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. The applicable portion of Assessments shall commence as to each Builder on the day of conveyance of title of a Lot or Parcel to such Builder.

15.8 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Monthly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Monthly Assessments not raised by virtue of all income received by Association or (ii) to pay Monthly Assessments on Homes owned by Developer. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g., once the amount is finally determined). Developer shall never be required to (i) pay Monthly Assessments if Developer has elected to fund the deficit instead of paying Monthly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. 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 Budget. 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, the annual budget respecting Operating Costs shall be prepared and adopted by the Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. **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 Monthly 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 720.303(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 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 Use Fees from time to time by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

15.11 Initial Capital Contribution. The first Owner of each Home, at the time of closing of the conveyance from Builder to the home purchaser, shall pay to Developer an initial capital contribution in an amount equal to four (4) months' Assessments (the "Initial Capital Contribution"). The funds derived from the Initial Capital Contributions shall be used at the discretion of the Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

15.12 Resale Capital Contribution. Association may establish a resale capital contribution ("Resale Capital Contribution"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

15.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due 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 and Club 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.

15.14 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.

15.15 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, pre-trial and 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.

15.16 Subordination of the Lien to Mortgages and Club Dues. The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the Claim of Lien, and (ii) to Club Dues, as further provided in this Section 15.16. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. 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 of a Home pursuant to a (i) foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, or (ii) lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien 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 Monthly Assessments. Any sale or transfer pursuant to a foreclosure (or 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. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

15.17 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.

15.18 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. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. 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, pre-trial and 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 the Club or by abandonment of a Home.

15.19 Exemption. Notwithstanding anything to the contrary herein, Developer and Club Owner, shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 15.8 herein. In addition, the Board shall have the right to exempt any portion of Traditions at Winter Haven subject to this Declaration from the Assessments, provided that such part of Traditions at Winter Haven exempted is used (and as long as it is used) for any of the following purposes:

15.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

15.19.2 Any real property interest held by a Telecommunications Provider;

15.19.3 Any of Traditions at Winter Haven exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration; and

15.19.4 Any Association Common Areas.

15.20 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, pre-trial and at all levels of proceedings, 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, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy.

15.21 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, Club Owner, 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.

15.22 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 or Club Dues 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 Traditions at Winter Haven. 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. The ACC shall enforce the Community Standards as set forth herein.

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

17.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Traditions at Winter Haven. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Traditions at Winter Haven by Owners other than Developer or Club Owner. 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 Community Plan. Developer has established an overall Community Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Community Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING TRADITIONS AT WINTER HAVEN. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW TRADITIONS AT WINTER HAVEN WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

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 of Association 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 Traditions at Winter Haven, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Traditions at Winter Haven, 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, 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 sixty (60) 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 final disapproval (even if the members of the Board and the 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 sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board of Association, 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, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Traditions at Winter Haven shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Traditions at Winter Haven shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Traditions at Winter Haven and no construction materials shall be stored in Traditions at Winter Haven 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 Traditions at Winter Haven 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. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

17.12.2 There shall be provided to the ACC, if requested, 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 Traditions at Winter Haven 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 Traditions at Winter Haven.

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 Traditions at Winter Haven. 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 Traditions at Winter Haven 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 Traditions at Winter Haven at any time within reasonable daytime hours, 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. Without limiting any other provision herein, 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, pre-trial and at all levels of proceedings, 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, pre-trial and at all levels of proceedings, 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. If requested by an Owner, 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. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 17.13 herein.

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, Builder or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club, 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, pre-trial and at all levels of proceedings, 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.

## 18. Owners Liability.

18.1 Requirements to Irrigate. All Homes and Common Areas will receive an irrigation system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the irrigation system, then the Owner shall be responsible for taking measures to "cap off" the line of the system. The Owner is responsible

for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Owner is responsible to ensure that the homesite is properly irrigated with local water restrictions. If owner fails to irrigate and plants/sod loss occurs, owner will be responsible to replace or Home Owner Association will replace and Home Owner will pay Home Owners Association.

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

18.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD; or

18.2.2 Cause any damage to any improvement or Common Areas or Club; or

18.2.3 Impede Developer, Club Owner, or Association from exercising its rights or performing its responsibilities hereunder or under the Club Plan; or

18.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas or the Club; or

18.2.5 Impede Developer or Club Owner from proceeding with or completing the development of Traditions at Winter Haven or the Club, as the case may be,

then Developer, Association and/or Club Owner, 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, entering upon the 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, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

18.3 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:

18.3.1 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

18.3.2 Commence an action to recover damages; and/or

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

18.4 Expenses. 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, pre-trial and at all levels of proceedings, 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.

18.5 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.

18.6 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Club Owner, 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.

18.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners, Club Owner, 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.

18.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SWFWMD.

18.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

18.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3)

persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

18.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

18.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

19. Additional Rights of Developer.

19.1 Sales Office and Administrative Offices. Developer and Builder shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Traditions at Winter Haven and sales and re-sales of Homes and/or other properties owned by Developer, Builder, or others outside of Traditions at Winter Haven. 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 Traditions at Winter Haven, including Common Areas and the Club, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas and the Club to show Homes. The sales office, models, signs and all items pertaining to development and sales shall remain the property of Developer or Builder respectively. Developer and Builder shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Community Completion Date.

19.2 Modification. The development and marketing of Traditions at Winter Haven 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 Traditions at Winter Haven to, as an example and not a limitation, amend a Plat and/or the Community 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 and its assigns shall have the right, at any time, to hold marketing, special and/or promotional events within Traditions at Winter Haven and/or on the Common Areas or Club, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Traditions at Winter Haven and Homes in advertisements and other media by making reference to Traditions at Winter Haven, including, but not limited to, pictures or drawings of Traditions at Winter Haven, the Club, Common Areas, Parcels and Homes constructed in Traditions at Winter Haven. All logos, trademarks, and designs used in connection with Traditions at Winter Haven are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

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 Traditions at Winter Haven.

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 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Common Areas.

19.7 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, Telecommunications Services; and other purposes over, under, upon and across Traditions at Winter Haven 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 Telecommunications Systems, irrigation,



drainage lines or electrical lines over any portion of Traditions at Winter Haven so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Traditions at Winter Haven. 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.

19.8 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, pre-trial and at all levels of proceedings, 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. The Club Owner shall also have such rights relating to the Club and/or Club Dues.

19.9 Additional Development. If Developer withdraws portions of Traditions at Winter Haven 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/or Club 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.

19.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Traditions at Winter Haven including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes or Club and buildings in all other proposed forms of ownership and/or other improvements on Traditions at Winter Haven or in Traditions at Winter Haven or adjacent or near Traditions at Winter Haven, 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.

19.11 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 TRADITIONS AT WINTER HAVEN 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 ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF TRADITIONS AT WINTER HAVEN HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF TRADITIONS AT WINTER HAVEN 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 POLK COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

19.11.3 THE PROVISIONS OF 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 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.

19.11.4 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 TRADITIONS AT WINTER HAVEN (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 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 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, 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 SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

19.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN POLK COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN POLK COUNTY, FLORIDA AND EACH HOME IS LOCATED IN POLK COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA.

19.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT TRADITIONS AT WINTER HAVEN 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.

19.15 Access Control System.

19.15.1 Right to Install. Developer may install a tele-entry system at the entrance to Traditions at Winter Haven. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Traditions at Winter Haven. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. 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. Each and every Owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer, Builder and Association will not be responsible or liable for losses, injuries or deaths resulting from any casualty or intrusion into a Home.

19.15.2 Date of Installation. If Developer installs a tele-entry system as described in this Section, such tele-entry system shall not be installed until at least fifty percent (50%) of the total Homes in Traditions at Winter Haven are closed or such later date as Developer determines in its sole and absolute discretion.

20. Telecommunications Services.

20.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Traditions at Winter Haven. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from the Telecommunications Service within Traditions at Winter Haven as agreed, from time to time, between the Telecommunications Provider and Developer.

20.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a part of Traditions at Winter Haven pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Traditions at Winter Haven for the installation, construction and maintenance of Telecommunications Systems together with a perpetual

right, privilege and easement of ingress and egress, access, over and upon Traditions at Winter Haven for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and Traditions at Winter Haven, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

20.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

20.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

21. 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.

22. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer or Club Owner 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, at Developer's option, recorded in the Public Records.

23. Housing for Older Persons.

23.1 Age of Residents; Services and Facilities. Subject to all local ordinances, as they may be amended from time to time, at least eighty percent (80%) of the occupied Homes must be occupied by at least one (1) person fifty-five (55) years of age or older. It shall be the responsibility of the Board of Association to determine whether eighty percent (80%) of the occupied Homes in Traditions at Winter Haven are occupied by at least one person who is fifty-five (55) years of age or older. No person under the age of eighteen (18) may be a permanent occupant of any Home, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Such temporary residency shall be governed by Rules and Regulations adopted by the Board. Notwithstanding anything to the contrary set forth in this Declaration, the restriction that no person under the age of eighteen (18) years may be a permanent occupant of any Home shall be in perpetuity and shall not be subject to amendment. The provisions of this Section are intended specifically to be consistent with, and are set forth in order to comply with the provisions of the federal Fair Housing Act and the Housing for Older Persons Act (collectively, the "Act"), and exceptions therefrom provided by 42 U.S.C., Section 3607, regarding discrimination based on familial status, and may be amended at any time by a majority of the Board of Directors (without the joinder or vote of Owners) to reduce the fifty-five (55) years of age restriction if so permitted by the Act. Each Owner should be aware that up to twenty percent (20%) of the occupied Homes in Traditions at Winter Haven may be occupied by persons who are under the age of fifty-five (55) so long as such persons are eighteen (18) years of age or older except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year.

23.2 Prior to the Sale, Conveyance or Transfer of a Home. An Owner intending to sell, convey, or transfer a Home or any interest in a Home shall give the Association advance written notice of such intention. Such notice must be received by the Association no more than thirty (30) days prior to any sale, conveyance, or transfer, of a Home or any interest in a Home. Such notice provided to the Association shall contain the name of the intended purchaser(s), the current address of the intended purchaser(s), the age of the intended purchaser(s), the date of birth of the intended purchaser(s), who shall occupy the Home of the intended purchaser(s), and such other information concerning the intended purchaser(s) and/or intended occupant(s) as the Association reasonably requires. Owners shall be responsible for including the statement that the Homes within Traditions at Winter Haven are intended for occupancy by persons fifty-five (55) years of age or older, in conspicuous type in any purchase and sale agreement, transfer documents, or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the intended purchaser(s). No Owner may transfer any interest in a Home without the approval of Association as provided in Association's Rules and Regulations. Without limiting the foregoing, Association has the right to withhold approval of any transfer or change in occupancy of a Home that will not result in occupancy of the Home by at least one person fifty-five (55) years of age or older.

23.3 Prior to the Lease or Rental of a Home. Notwithstanding the provisions set forth in Section 11.27, an Owner intending to lease or rent a Home or any interest in a Home shall give the Association advance written notice of such intention. Such notice must be received by the Association no more than thirty (30) days prior to any lease or rental of a Home or any interest in a Home. Such notice provided to the Association shall contain the name of the intended renter(s) or lessee(s), the current address of the intended renter(s) or lessee(s), the age of the intended renter(s) or lessee(s), the date of birth of the intended renter(s) or lessee(s), who shall occupy the Home of the intended renter(s) or lessee(s), and such other information concerning the intended renter(s) or lessee(s) and/or intended occupant(s) as the Association reasonably requires. Owners shall be responsible for including the statement that the Homes within Traditions at Winter Haven are intended for occupancy by persons fifty-five (55) years of age or older, in conspicuous type in any lease, transfer documents or other occupancy agreement relating to such Owner's Home, which agreements or contracts shall be in writing and signed by the renter(s) or lessee(s). No Owner may transfer any interest in a Home without the approval of Association as provided in Association's Rules and Regulations.

23.4 Gift, Devise Inheritance of a Home. An Owner who has obtained title to or any interest in a Home by gift, devise, inheritance, foreclosure sale, tax sale, tax deed, judicial sale, bank sale or by any other manner shall give to the Association written notice of the acquiring of title. Such notice shall be given to the Association no later than thirty (30) days after the Owner has acquired title to or any interest in a Home. Such notice shall include the name, address, age and date of birth of the Owner who obtained title to or any interest in a Home by gift, devise, inheritance, foreclosure sale, tax sale, tax deed, judicial sale, bank sale or by any other manner or the intended occupant(s) of the Home. The Owner shall also provide to the Association such information concerning the Owner, tenant, lessee and/or occupant of the Home as the Association may reasonably require and a certified copy of the instrument evidencing the Owner's title or interest in the Home.

23.5 Failure to Give Notice. If the written notice, required information and/or other required documents are not given to the Association in the above-specified time periods, then the Association, in its sole discretion and without prior notice, may disapprove the transaction, transfer, conveyance, or ownership. If the written notice, required information and/or other required documents are not given to the Association in the above-specified time period, the Association's disapproval may occur at any time after receiving knowledge of the transaction, transfer, conveyance, or ownership.

23.6 Enforcement of Provisions. Association shall have the power and authority to enforce this Section in any legal manner available, as the Board deems appropriate, including, without limitation, taking action to evict the occupants of any Home which does not comply with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER HOME AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS SECTION. Each Owner shall fully and trustfully respond to any and all requests by Association for information regarding the occupancy of the Home which in the judgment of the Board are reasonably necessary to monitor compliance with this Section.

23.7 Maintaining Age Records. Association shall be responsible for maintaining age records on all occupants of Homes. The Board shall publish and adhere to policies, procedures and rules to monitor and maintain compliance with this Section and the Act, including policies regarding verification of compliance with the Act through surveys and affidavits. Association shall develop procedures for determining the occupancy of each Home. Association may require occupants of Homes to produce copies of birth certificates, driver's licenses, passports, immigration cards, military identifications or other official documents containing birth date of comparable reliability.

#### 24. General Provisions.

24.1 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.

24.2 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.

24.3 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF TRADITIONS AT WINTER HAVEN ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO TRADITIONS AT WINTER HAVEN. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF TRADITIONS AT WINTER HAVEN, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO TRADITIONS AT WINTER HAVEN WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM

DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF TRADITIONS AT WINTER HAVEN HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy.

24.5 Execution of Documents. Developer's plan of development for Traditions at Winter Haven (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 any other portion of Traditions at Winter Haven, 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 Traditions at Winter Haven or any portion(s) thereof.

24.6 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.

24.7 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.

24.8 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents identified in this Declaration (collectively, the "Title Documents"). Developer's plan of development for Traditions at Winter Haven may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE 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 the Title 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:

24.8.1 to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

24.8.2 that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Title 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 26 day of September 2005.

WITNESSES:

*Elizabeth A. Stalvey*  
Print Name: Elizabeth A. Stalvey  
*Patricia C. Tase*  
Print Name: PATRICIA C. TASE

RUBY LAKE DEVELOPMENT, LLC,  
a Florida limited liability company

*Steven M. Dill*  
By: \_\_\_\_\_  
Name: Steven M. Dill  
Title: Manager

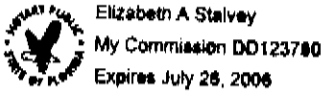
{SEAL}

STATE OF FLORIDA         )  
  )  
  )       SS.:  
COUNTY OF Orange         )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2005 by Steven M. Dill, as manager of Ruby Lake Development, LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

*Elizabeth A. Stalvey*  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name Elizabeth A. Stalvey



JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Declaration for Traditions at Winter Haven (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of September 2005.

WITNESSES:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Sandra L Zander  
Print Name: SANDRA L. ZANDER

Betty Hernandez  
Print Name: Betty Hernandez

By: [Signature]  
Name: TONY M. BEGSE, JR.  
Title: President

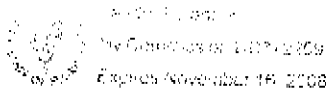
{SEAL}

STATE OF FLORIDA                    )  
  )  
COUNTY OF Orange                    ) SS.:

The foregoing instrument was acknowledged before me this 19 day of September, 2005 by Tony M. Begse, Jr. as President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the corporation.

My commission expires:

Sandra L Zander  
NOTARY PUBLIC, State of Florida at Large  
Print Name SANDRA L. ZANDER



JOINDER

LENNAR HOMES, INC., A FLORIDA CORPORATION

LENNAR HOMES, INC., a Florida corporation ("Lennar") does hereby join in the Declaration for Traditions at Winter Haven (the "Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

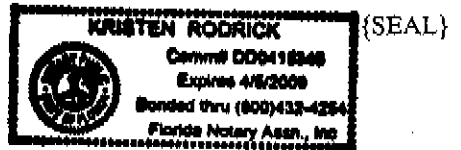
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21 day of Sept, 2005.

WITNESSES:

LENNAR HOMES, INC., a Florida corporation

Kristen Rodrick  
Print Name: Kristen Rodrick  
Walter C. Davis  
Print Name: Walter C. Davis

By: Frank Nolan  
Name: FRANK NOLAN  
Title: VICE PRES.



STATE OF FLORIDA )  
COUNTY OF Seminole ) SS.:

The foregoing instrument was acknowledged before me this 21 day of Sept, 2005 by Frank Nolan as VICE PRESIDENT of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who produced as identification on behalf of the corporation.

My commission expires: 4/5/09

Kristen Rodrick  
NOTARY PUBLIC, State of Florida at Large  
Print Name Kristen Rodrick



**EXHIBIT 1**

**LEGAL DESCRIPTION**

Lots 1 through 246, Tracts A through Q, X, Y, Z, AA, BB and CC, as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.



EXHIBIT 2

ARTICLES OF INCORPORATION

**Electronic Articles of Incorporation  
For**

**N04000001470  
FILED  
February 13, 2004  
Sec. Of State**

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION,  
INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION,  
INC.

**Article II**

The principal place of business address:

744 HIGHLAND AVENUE  
ORLANDO, FL. 32803

The mailing address of the corporation is:

744 HIGHLAND AVENUE  
ORLANDO, FL. 32803

**Article III**

The specific purpose for which this corporation is organized is:

HOMEOWNER ASSOCIATION

**Article IV**

The manner in which directors are elected or appointed is:

PURSUANT TO BYLAWS

**Article V**

The name and Florida street address of the registered agent is:

RUSSELL K DICKSON JR.  
20 N. ORANGE AVENUE  
SUITE 1500  
ORLANDO, FL. 32801

I certify that I am familiar with and accept the responsibilities of registered agent.

**N04000001470**  
**FILED**  
**February 13, 2004**  
**Sec. Of State**

Registered Agent Signature: RUSSELL K. DICKSON, JR.

### **Article VI**

The name and address of the incorporator is:

STEVE DILL  
744 HIGHLAND AVENUE  
ORLANDO, FLORIDA 32803

Incorporator Signature: STEVE DILL

### **Article VII**

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P  
TONY M BERGE JR.  
1524 LAKESHORE DRIVE  
ORLANDO, FL. 32803

Title: VPST  
RICK NEAL  
3203 LAWTON ROAD, SUITE 126  
ORLANDO, FL. 32803

**EXHIBIT 3**

**BY-LAWS**

**BY-LAWS  
OF  
TRADITIONS AT WINTER HAVEN HOMEOWNERS  
ASSOCIATION, INC.**

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**BY-LAWS  
OF  
TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.**

1. **Name and Location.** The name of the corporation is TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("**Association**"). The principal office of the corporation shall be located at 744 Highland Avenue, Orlando, Florida 32803, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. **Definitions.** The definitions contained in the Declaration for Traditions at Ruby Lake (the "**Declaration**") relating to the residential community known as Traditions at Ruby Lake, recorded, or to be recorded, in the Public Records of Polk County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Annual Members Meeting**" shall have the meaning assigned to such term in Section 4.2 of these By-Laws.

"**Articles**" shall mean the Articles of Incorporation for Association, as amended from time to time.

"**By-Laws**" shall mean these By-Laws, together with all amendments and modifications thereof.

"**Declaration**" shall mean the Declaration for Traditions at Winter Haven to be recorded in the Public Records of Polk County, Florida, as modified from time to time.

"**Developer**" shall mean Ruby Lake Development, LLC, 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.

"**Member**" shall mean a member of Association.

"**Minutes**" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"**Special Members Meeting**" shall have the meaning assigned to such term in Section 4.3 of these By-Laws.

"**Turnover Date**" shall have the meaning set forth in the Declaration.

"**Voting Interests**" shall mean the voting rights held by the Members.

3. **Purpose.** Association is formed to: (a) provide for ownership, operation, maintenance, and preservation of the common areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.

4. **Members.**

4.1 **Voting Interests.** Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

4.1.1 **Home Owned By Husband and Wife.** Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

4.1.2 **Trusts.** In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in

question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

4.1.3 Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

4.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

4.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

4.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

4.2 Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

4.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

4.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club.

4.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. From and after the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

4.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

4.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

4.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

## 5. Board of Directors.

5.1 Number. The affairs of Association shall be managed by a Board of odd number with no less than three (3) persons and no more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association. The names of the

first members of the Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

President: Randall K. Knapp  
Vice President: Christine T. Sodermark  
Secretary/Treasurer: Tony M. Bengé

5.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

5.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

5.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

5.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

5.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members.

5.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

5.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

## 6. Meeting of Directors.

6.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place, hour and date as may be fixed, from time to time, by resolution of the Board.

6.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days' notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

6.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

6.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

6.5 Open Meetings. Meetings of the Board shall be open to all Members.

6.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

6.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas and/or in the Club at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Club newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted within the Club shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.



7. Powers and Duties of the Board.

7.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:

7.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

7.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the Association, Traditions at Ruby Lake, the Common Areas, Lots, Parcels and Homes, use by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

7.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association. Enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and Traditions at Ruby Lake.

7.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

7.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

7.1.6 Common Areas. Acquire, sell, operate, annex, own, hold, improve, build upon, maintain, convey, grant rights and easements, dedicate, transfer, lease, manage and otherwise trade, dispose of, and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

7.1.7 Contract for Services. To contract for services to be provided to, or for the benefit of, Association, Owners, the Common Areas, and Traditions at Ruby Lake as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.1.8 Water Management. The obligation to operate and maintain the Surface Water Management System within Traditions at Ruby Lake (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SWFWMD Permit requirements and applicable SWFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Traditions at Winter Haven.

7.1.9 Granting of Interest. Grant licenses, concessions, easements, permits, leases, or privileges to any individual or entity, including any public entity, agency, authority and utility, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

7.1.10 Financial Reports. Prepare all financial reports required by the Florida Statutes.

7.1.11 Borrow Money. Borrow money, and to mortgage, pledge or hypothecate any or all real or personal property as security for money or debts incurred.

7.1.12 Merger. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

7.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

8. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

8.1 Official Records. Maintain and make available all Official Records.

8.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

8.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

8.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

9. Officers and Their Duties.

9.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

9.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

9.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

9.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

9.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

9.8 Duties. The duties of the officers are as follows:

9.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

9.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

9.8.3 Secretary. The Secretary shall record the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

9.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

10. Committees.

10.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

10.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

11. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

12. Corporate Seal. Association shall have an impression seal in circular form.

13. Dissolution. In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

14. Amendments.

14.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws or the Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. 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 these By-Laws or the Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

14.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws and the Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws and the Articles prior to and including the Turnover 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 after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

14.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws and the Articles may be amended with the approval of (i) two-thirds (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-Laws and the Articles may be amended after the Turnover Date by two-thirds (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

15. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

16. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

17. Duration. Association shall have perpetual existence.

18. Miscellaneous.

18.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

18.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

18.3 Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, costs and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonably counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matter wherein the Director or Office shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

18.4 Declaration is Paramount. No amendment may be made to the Articles and By-laws which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

18.5 Rights of Developer. There shall be no amendment to the Articles and By-laws which shall abridge, reduce, amend, effect or modify the rights of Developer.

**EXHIBIT 4**  
**CLUB PLAN**

**TRADITIONS AT WINTER HAVEN RECREATIONAL FACILITY CLUB PLAN**  
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TRADITIONS AT WINTER HAVEN RECREATIONAL FACILITY CLUB PLAN

LENNAR HOMES, INC., a Florida corporation ("Lennar"), is presently the owner of the real property described on Exhibit A attached hereto and made a part hereof ("Club Property"). The Club Property is located within the real property described on Exhibit B attached hereto and made a part hereof ("Traditions at Winter Haven"). Lennar hereby declares that the real property comprising the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan so that the residents of Traditions at Winter Haven shall have access and the use of certain club facilities:

1. Definitions. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

"Assessments" shall have the meaning set forth in the Declaration.

"Association" shall mean Traditions at Winter Haven Homeowners Association, Inc., its successors and assigns.

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

"Budget" shall have the meaning set forth in Section 8 hereof.

"Builder" shall mean any person or entity that purchases a Parcel from Developer for the purpose of constructing one or more Homes.

"Capital Contribution" shall have the meaning set forth in Section 7 hereof.

"Club" shall mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another. Notwithstanding the foregoing, Club Owner will not change the legal description of the Club Property after the Community Completion Date.

"Club Dues" shall mean the charges related to the Club to be paid by the Owners and Builders pursuant to the provisions of this Club Plan and the Declaration including, without limitation, the Club Membership Fee.

"Club Expenses" shall mean all costs (as such term is used in its broadest sense) of owning (including Club Owner's debt service), operating, managing, maintaining, insuring the Club, whether direct or indirect including, but not limited to, trash collection, utility charges, cablevision charges, maintenance, legal fees of Club Owner relative to the Club, cost of supervision, management fees, reserves, repairs, replacement, refurbishments, payroll and payroll costs, insurance, working capital, ad valorem or other taxes (excluding income taxes of Club Owner), assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); real property taxes, personal property taxes and taxing and educational facilities benefit district assessments; roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities after initial construction. Club expenses shall not include replacement of the basic building shell (other than roof repair and replacement) and the initial cost of construction of the Club Facilities. Club Owner may allocate a reasonable portion of its overhead (e.g., employee salaries) to Club Expenses to extent the Club benefits from such overhead. Club Expenses shall include all legal expenses of Club Owner with respect to the Club.

"Club Facilities" shall mean the actual facilities, improvements and personal property which Club Owner shall actually have constructed and/or made available to Owners pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER'S SOLE AND ABSOLUTE DISCRETION.

**"Club Manager"** shall mean the entity operating and managing the Club, at any time. Club Owner may be Club Manager as provided in this Club Plan. Club Owner reserves the right to designate the Club Manager in Club Owner's sole and absolute discretion.

**"Club Membership Fee"** shall mean the fee to be paid to Club Owner by each Owner pursuant to the provisions of Section 6.2 hereof.

**"Club Membership Fee Schedule"** shall have the meaning set forth in Section 6.2 hereof.

**"Club Owner"** shall mean the owner of the real property comprising the Club and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner 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 Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. At this time, Lennar is Club Owner. Club Owner may change from time to time (e.g., Lennar may sell the Club). Notwithstanding that the Club Owner and the Developer may be the same party, affiliates or related parties from time to time, each Owner and Builder acknowledges that Club Owner and Developer shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, Club Owner and Developer shall be considered separate and viewed in their separate capacities. No act or failure to act by Developer shall at any time be considered an act of Club Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners and Builders with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder.

**"Club Plan"** shall mean this Traditions at Winter Haven Recreational Facility Club Plan, together with all amendments and modifications hereto, and all Club Membership Fee Schedules supplementing the terms hereof.

**"Club Property"** shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

**"Community Completion Date"** shall have the meaning set forth in the Declaration.

**"Community Property"** shall have the meaning set forth in the Declaration.

**"Declaration"** shall mean that certain Declaration for Traditions at Winter Haven, as such Declaration shall be amended or modified from time to time, which has or will be recorded in the Public Records.

**"Deed"** shall mean any deed conveying any portion of Traditions at Winter Haven or any interest therein and any other instrument conveying or transferring or assigning the interest of an Owner to another including, without limitation, a deed to a Home, but excluding a mortgage on a Home.

**"Developer"** shall have the meaning set forth in the Declaration. At this time Developer is Lennar.

**"Home"** shall have the meaning set forth in the Declaration. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of occupancy (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Club Dues with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**"Immediate Family Members"** shall mean the spouse of the Member and all unmarried children twenty-one (21) years and younger of either the Member or the Member's spouse. If a Member is unmarried, the Member may designate one other person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Member. No unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Home.



"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

"**Lennar**" shall mean Lennar Homes, Inc., a Florida corporation, and its successors or assigns. Although not obligated to do so, Lennar may identify its successors or assigns by an amendment to this Club Plan.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Traditions at Winter Haven. An Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**Member**" shall mean every Owner (other than an Owner who has leased his Home to Lessee) and Lessee; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club Dues.

"**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, Club Owner, or a Lender. A purchaser of a Parcel who thereafter builds one or more Homes upon such Parcel shall be deemed an Owner with respect to each Home.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"**Parking Areas**" shall mean all areas designated for parking within the Club Facilities.

"**Public Records**" shall mean the Public Records of Miami-Dade County, Florida, as applicable.

"**Purchase Option**" shall have the meaning set forth in Section 5.5 hereof.

"**Special Use Fees**" shall have the meaning set forth in Section 6.9 hereof.

"**Traditions at Winter Haven**" shall have the meaning set forth in the Declaration. Traditions at Winter Haven presently includes the real property described on **Exhibit B**; however, Developer has reserved the right to withdraw property from, or add property to, Traditions at Winter Haven, so Traditions at Winter Haven may include less or more Homes than originally anticipated.

"**Traditions at Winter Haven Recreational Facility Club Rules and Regulations**" shall have the meaning set forth in Section 14.8 hereof.

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

2. **Benefits of Club.** Association and each Owner, by acceptance of title to a Home, ratify and confirm this Club Plan and agree as follows:

2.1 **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with Traditions at Winter Haven in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of Traditions at Winter Haven which can be improved with a Home shall be burdened with the payment of Club Dues. Every Owner, by acceptance of a Deed to any Home, shall automatically assume and agree to pay all Club Dues owing in connection with such Home. Every Builder, upon receipt of a Certificate of Occupancy for a Home located on a Parcel owned by such Builder, shall automatically assume and agree to pay all Club Dues which shall be due and payable from and after the issuance of such Certificate of Occupancy unless this requirement is waived in writing by Club Owner in its sole and absolute discretion as to any particular Builder.

2.2 Value. By acceptance of a Deed, each Owner acknowledges that the automatic membership in the Club granted to Owners and Lessees renders ownership of Traditions at Winter Haven and any part thereof more valuable than it would be otherwise. All Owners and Club Owner agree that the provisions and enforceability of this Club Plan are mutually beneficial. Each Owner and Builder acknowledges that Club Owner is initially investing substantial sums of money and time in developing the Club Facilities on the basis that eventually the Club will generate a substantial profit to Club Owner. Each Owner and Builder agrees that Club Owner would not have made such a substantial investment of money without the anticipation of such profit and such profit shall not, if ever generated, affect the enforceability of this Club Plan so long as each Owner and Builder does not pay Club Fees in excess of the amounts provided herein.

2.3 Product Purchased. There were significant other housing opportunities available to each Owner in the general location of Traditions at Winter Haven. The Home, and rights to utilize the Club, were material in each Owner's decision to purchase a Home in Traditions at Winter Haven and were, for the purposes of this Club Plan, a "single product." Each Owner understands that the Club is an integral part of the Traditions at Winter Haven community.

2.4 Disclosure. Full disclosure of the nature of the Club and obligations associated therewith was made to each Owner prior to that Owner executing a contract to purchase a Home and each Owner has, or was afforded the opportunity to, consult with an attorney.

2.5 Non-Exclusive License. The provisions of this Club Plan do not grant any ownership rights in the Club in favor of Association or Members but, rather, grant a non-exclusive license to use the Club subject to full compliance with all obligations imposed by this Club Plan.

### 3. Club Facilities.

3.1 Club Property. Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner's sole and absolute discretion. Likewise, Club Owner may elect to remove portions of real property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions, while not causing an increase or decrease in the Club Membership Fees payable with respect to each Home, may cause an increase or decrease in Club Expenses.

3.2 Club Facilities. Club Owner intends to construct certain club facilities on the Club Property (the "**Club Facilities**") which will be and shall remain the property of Club Owner, subject only to the provisions hereof. At this time, the Club Facilities are planned to include a fitness building with exercise room, equipment and lockers, clubhouse meeting room, spa, one or more outdoor swimming pools and a marina (subject to Club Owner's paramount right to unilaterally, and without the joinder of any party whomsoever, add to, alter, modify and amend the Club Facilities at any time subject to the provisions hereof).

3.3 Construction of the Club. Club Owner will construct the Club Facilities at its sole cost and expense. Club Owner shall be the sole and absolute judge as to the plans, size, design, location, completion, schedule, materials, equipment, size, and contents of the Club Facilities. Club Owner shall have the unequivocal right to:

3.3.1 develop, construct and reconstruct, in whole or in part, the Club and related improvements within Traditions at Winter Haven, and make any additions, alterations, improvements, or changes thereto;

3.3.2 without the payment of rent and without payment of utilities or any other part of the Club Expenses, maintain leasing and/or sales offices (for sales and resales of Homes), general offices, and construction operations on the Club Property including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of Homes;

3.3.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for sales, construction storage, or other purposes;

3.3.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club or any improvements located within Traditions at Winter Haven;

3.3.5 post, display, inscribe or affix to the exterior of the Club and the Club Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of Traditions at Winter Haven including, without limitation, the sale of Parcels and Homes;

3.3.6 conduct whatever commercial activities within the Club deemed necessary, profitable and/or appropriate by Club Owner;

3.3.7 develop, operate and maintain the Club as deemed necessary, in its sole and absolute discretion;

3.3.8 excavate fill from any lakes or waterways within and/or contiguous to the Club by dredge or dragline, store fill within the Club Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Club Property and use and/or sell excess plants and trees; and

3.3.9 all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.4 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, alter or change the Club, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

3.5 Commercial Space. It is possible that portions of the Club Facilities may include a sales office, retail space and/or other commercial space as Club Owner may deem appropriate in Club Owner's sole and absolute discretion. Club Owner may permit Members to access any commercial facilities located within the Club Property at Club Owner's sole and absolute discretion. Club Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Club. If a lease, franchise, license or concession agreement permits continuing use of the Club Facilities by any one other than Club Owner or Members, then Club Owner shall require such other user(s) to pay a fair and reasonable share of the Club Expenses as determined by Club Owner in its sole and absolute discretion. Club Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders.

#### 4. Persons Entitled to Use the Club.

4.1 Rights of Members. Each Member and his Immediate Family Members shall have such non-exclusive rights and privileges as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home who will be the Member of the Club with respect to such Home. Members shall have no right to access the commercial space comprising part of the Club Facilities, or portions of the Club Property leased or licensed to third parties or Members, except as and when permitted by Club Owner.

4.2 Use by Persons Other than Owners and Lessees. Club Owner has the right at any and all times, and from time to time, to make the Club available to individuals, persons, firms or corporations other than Members. Club Owner shall establish the fees to be paid, if any, by any person using the Club who is not a Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Owner's obligations to pay Club Dues pursuant to this Club Plan, or give any Owner the right to avoid any of the provisions of this Club Plan.

4.3 Subordination. This Club Plan and the rights of Members to use the Club is and shall be subject and subordinate to: (a) any ground lease, mortgage, deed of trust, or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. Ownership and Control of the Club.

5.1 Control of Club By Club Owner. The Club shall be under the complete supervision and control of Club Owner unless Club Owner appoints a third party as Club Manager.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time.

5.3 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with the Club Plan and the Club Membership Fee Schedule applicable to such Home.

5.4 Option of Club Owner. In Club Owner's sole discretion, Club Owner shall have the option to transfer the Club to Association so that it will be under the complete control of the Owners.

5.5 Association's Option to Purchase the Club. On or after two (2) years from the Community Completion Date, Association shall have the option to purchase the Club from Club Owner (the "**Purchase Option**") for an amount resulting from (the "**Purchase Price**") the application of the capitalization rate of six percent (6%) applied to the total annual Club Membership Fees that would be payable by all Owners to Club Owner during the calendar year in which the closing occurs (assuming the Purchase Option was not exercised). This Purchase Option may be exercised by a resolution of the majority of the Board of Association, without the joinder of any Owner or any other person. Such Purchase Option shall be exercised by written notice (the "**Option Notice**") to Club Owner signed by a majority of the Board in the form attached hereto as **Exhibit E**, which Option Notice shall be delivered by professional overnight courier to Club Owner at the following address (or such other address as may be designated by Club Owner from time to time by amendment to this Club Plan):

Lennar Homes, Inc.  
730 N.W. 107<sup>th</sup> Avenue, Fourth Floor  
Miami, Florida 33172  
Attention: Regional President --  
South Florida Region

With a copy to: Lennar Homes, Inc.  
730 N.W. 107<sup>th</sup> Avenue, Fourth Floor  
Miami, Florida 33172  
Attention: Division President

The Option Notice shall be irrevocable once signed by a majority of the Board. Club Owner shall convey the Club to Association within sixty (60) days' of Club Owner's receipt of the Option Notice. The conveyance of the Club shall occur in accordance with the terms as set forth in the Agreement for Sale and Purchase by and between Club Owner and Association.

5.7 Documentation of Transfer.

5.7.1 Documentation from Club Owner. At the time that the Club is transferred to Association, Club Owner shall be obligated to deliver the following: a special warranty deed for the real property comprising the Club, a special bill of sale respecting the personal property comprising the Club, an assignment of any alcoholic beverage license used in connection with the Club (subject to all state requirements for such transfer), if any, an owner's title insurance policy respecting the Club at Association's sole cost and expense, a closing statement and all affidavits and other documents required by the title insurance company to effect the transfer of the Club.

5.6.2 Documentation from Association. At the time that the Club is transferred to Association, Association shall be obligated to deliver the following: the Purchase Price, all costs to effect the transfer including, without limitation, the cost of the owner's title insurance policy, all documentary stamp taxes and surtaxes, and the costs of preparing all closing documentation, by Federal wire: a closing statement; a general release in the form attached hereto as Exhibit C and all affidavits and other documents required by the title insurance company to effect the transfer of the Club. Association shall be responsible for arranging for all purchase money financing and paying costs associated therewith.

5.7 Transfer of Control. The conveyance of The Club 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 Club. Association shall, and does hereby, indemnify and hold Club Owner harmless on account thereof. Association shall be obligated to accept such conveyance without setoff, condition, or qualification of any nature. Association shall execute all forms necessary for transfer of the alcoholic beverage license used in connection with the Club (if any). The Club, personal property and equipment thereon and appurtenances thereto shall be conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF SUCH ITEM BEING CONVEYED.

5.8 Ambiguities/Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, the Purchase Option, or any other aspect of the transfer of the Club to Association, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

5.9 Early Purchase. The majority of the Board of Association, without the joinder of any Owner or any other person, may make an earlier offer to purchase the Club from Club Owner. Club Owner, in its sole and absolute discretion, may consider such offer and negotiate an early sale to Association on terms satisfactory to Club Owner. Alternatively, Club Owner may refuse to consider any early offer to purchase the Club by Association.

6. Club Dues. In consideration of the construction and providing for use of the Club by the Owners, each Owner by acceptance of a deed to a Home shall be deemed to have specifically covenanted and agreed to pay all Club Dues which are set forth herein. Club Owner presently intends to collect Club Dues on a monthly basis but reserves the right to change the payment period from time to time (e.g., to require payment on a quarterly basis). Notwithstanding the foregoing, Club Owner may require an Owner or all Owners to pay Club Dues on an annual or other basis, in advance, based on prior payment history or other financial concerns, in Club Owner's sole discretion.

6.1 Club Expenses. Each Owner agrees to pay and discharge, in a timely fashion when due, its pro rata portion (as hereinafter set forth) of the Club Expenses. The Owners shall collectively bear all expenses associated with the Club so that Club Owner shall receive the Club Membership Fees without deduction of expenses or charges in respect of the Club. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Club Expenses shall be allocated so that each Owner shall pay his pro rata portion of Club Expenses based upon a fraction, the numerator of which is one (1) and the denominator of which is (i) the total number of Homes in Traditions at Winter Haven conveyed to Owners or (ii) any greater number determined by Club Owner from time to time. Club Owner, in its sole and absolute discretion, may change the denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer as of September 30 of the prior fiscal year.

6.2 Club Membership Fee. Each Owner of any Home within Traditions at Winter Haven shall pay in advance on the first day of each month (or other payment period designated by Club Owner), without setoff or deduction, to Club Owner, or its designee, the club

membership fee (the "Club Membership Fee") set forth in the Club Membership Fee Schedule attached hereto as Exhibit D (the "Club Membership Fee Schedule").

6.3 Taxes. In addition to the Club Membership Fee, each Owner shall pay all applicable sales, use or similar taxes now or hereafter imposed on the Club Membership Fee. Currently, sales tax is payable on the entire amount of Club Dues.

6.4 Builders. Although a Builder shall have no membership rights relative to the Club, each Builder shall pay Club Dues on each Home owned by such Builder on the same basis as all other Owners commencing upon the date that such Builder receives a Certificate of Occupancy for a Home located on a Parcel owned by such Builder.

6.5 Perpetual. Each Owner's and each Builder's obligation to pay Club Dues shall be perpetual regardless of whether such Home is occupied, destroyed, renovated, replaced, rebuilt or leased.

6.6 Individual Homes. Owners of individual Homes shall pay Club Dues for one membership per month per Home. If an Owner owns more than one Home, Club Dues are payable for each and every Home owned by such Owner.

6.7 Excuse or Postponement. Club Owner may excuse or postpone Club Dues in its sole and absolute discretion.

6.8 Club Owner's Obligation. Under no circumstances shall Club Owner or Developer be required to pay Club Dues. To the extent that Club Owner elects, in Club Owner's sole and absolute discretion, to base the annual budget on a number of Homes greater than those actually in existence within Traditions at Winter Haven, Club Owner agrees to pay the difference, if any, between actual Club Expenses and Club Dues paid by Owners and Builders, if any.

6.9 Special Use Fees. Club Owner shall have the right to establish from time to time, by resolution, rule or regulation, or by delegation to the Club Manager, specific charges, ticket, service and/or use fees and charges ("Special Use Fees"), for which one or more Owners (but less than all Owners) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Owners shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. Club Owner shall have no duty to account for any Special Use Fees; all of such Special Use Fees shall be the sole property of Club Owner and shall not offset or reduce the Club Dues payable by Owners and Builders. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Traditions at Winter Haven Recreational Facility Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.10 Additional Club Dues. If an Owner, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Dues against such Owner in the amount necessary to pay such increased cost or repair such damage.

6.11 Commencement of First Charges. The obligation to pay Club Dues, including, without limitation, the Club Membership Fee, shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner and as to each Builder on the date that a Home owned by such Builder receives a Certificate of Occupancy. Notwithstanding the foregoing, no Owner or Builder shall be obligated to pay Club Dues until the first day of the calendar month upon which any portion of the Club Facilities can be used by Owners (e.g., upon issuance of a temporary Certificate of Occupancy for any structure forming part of the Club Facilities).

6.12 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

6.13 Obligation to Pay Real Estate Taxes and Other Expenses on Homes. Each Owner shall pay all taxes, assessments and obligations relating to his or her Home which if not paid, could become a lien against the Home which is superior to the lien for Club Dues created by this

Club Plan. Although a lien for Assessments payable to Association is inferior to the lien of Club Owner (regardless of when the lien for Assessments is filed in the Public Records), each Owner agrees to pay all Assessments when due. Upon failure of an Owner to pay the taxes, assessments, obligations, and Assessments required under this Section, Club Owner may (but is not obligated to) pay the same and add the amount advanced to the Club Dues payable by such Owner.

6.14 Initial Budget. The initial budget prepared by Club Owner is not based on historical operating figures and is not a contractual statement or guaranty of actual Club Dues. It is not intended that any third party rely on any budget in electing to purchase a Home. The figures shown in the initial budget are based on good faith analysis; therefore, it is likely that the actual budget for the Club may be different once historical figures are known. Projections in budgets are an effort to provide some information regarding future Club Expenses. Budgets may not take inflation into account. Because there is no history of operation, it is impossible to predict actual Club Expenses once the Club begins operation. It is not intended that any third party rely on any budget in electing to purchase a Home. Projections in budgets are an effort to provide some information regarding future Club Expenses.

6.15 Change In Terms of Offer. Club Owner may provide that some Owners pay Club Membership Fees on a different basis than other Owners by recording a supplement or amendment to this Club Plan with respect to one or more Homes. No Owner shall have the right to object to any other Owner paying greater or lesser Club Membership Fees so long as the Club Membership Fee applicable to any particular Home is in accordance with this Club Plan and any Club Membership Fee Schedule applicable to such Home.

7. Club Contribution Fund. There shall be collected from each Owner purchasing a Home from Developer or a Builder at the time of closing a working capital contribution ("**Capital Contribution**") in the amount of two (2) months Club Dues per Home. Each Owner's Capital Contribution shall be transferred to Club Owner at that time. Capital Contributions are not to be considered as advance payment of Club Dues. Club Owner shall be entitled to keep such funds, and shall not be required to account for the same. Capital Contributions may be used and applied by Club Owner as it deems necessary in its sole and absolute discretion including, without limitation, to reduce Club Expenses. Notwithstanding anything herein to the contrary, Club Owner shall have the option to waive contributions to the Club Contribution Fund in its sole and absolute discretion.

8. Determination of Club Expenses.

8.1 Fiscal Year. The fiscal year for the Club shall be the calendar year.

8.2 Adoption of Budget. Club Dues shall be established by the adoption of a projected operating budget (the "**Budget**"). Written notice of the amount and date of commencement thereof shall be given to each Owner in advance of the due date of the first installment thereof.

8.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is, after the actual Club Expenses for that period is known, more or less than the actual Club Expenses, then the difference shall, at the election of Club Owner: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; (ii) be immediately collected from the Owners by virtue of a special bill which shall be payable by each Owner within ten (10) days of mailing, or (iii) the remaining monthly Club Dues shall be adjusted to reflect such deficit or surplus.

8.4 No Right to Withhold Payment. Each Owner agrees that so long as such Owner does not pay more than the required amount of Club Dues, such Owner shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

8.5 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

8.6 Statement of Account Status. Upon demand, there shall be furnished to an Owner a certificate in writing setting forth whether their Club Dues 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 charges therein stated.

8.7 Collection. Club Owner shall determine from time to time the method by which Club Dues, Special Use Fees and any other amounts due to Club Owner shall be collected.

9. Creation of the Lien and Personal Obligation.

9.1 Claim of Lien. Each Owner and Builder, by acceptance of a Deed or instrument of conveyance for the acquisition of title to a Home or Parcel, shall be deemed to have covenanted and agreed that the Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, including, without limitation, the Club Membership Fee, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy, shall be a charge and continuing first lien in favor of Club Owner encumbering each Home and all personal property located thereon owned by the Owner or Builder. The lien is effective from and after recording a Claim of Lien in the Public Records stating the description of the Home, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date this Club Plan is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Club Dues, Special Use Fees, and other amounts Club Owner permits an Owner to put on a charge account, if any, together with interest, late fees, costs and reasonable attorneys' 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 charge or fee became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary. Further, the lien created by this Section is superior to the lien of Association for Assessments.

9.2 Right to Designate Collection Agent. Club Owner shall have the right to designate who shall collect Club Expenses, Special Use Fees, and/or Club Membership Fees and such right shall be perpetual.

9.3 Subordination of the Lien to Mortgages. The lien for Club Dues, Special Use Fees, and related fees and expenses shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Club Claim of Lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a Claim of Lien 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 fees or charges 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 the Club Expenses. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of any fees or charges made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent fees or charges from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Club Owner if the mortgage held by such Lender is in default. Club Owner shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Club Owner makes such payment on behalf of an Owner, Club Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Club Dues payable by such Owner with appropriate interest.

9.4 Acceleration. In the event of a default in the payment of any Club Dues and related fees and expenses, Club Owner may in Club Owner's sole and absolute discretion accelerate the Club Dues for the next ensuing twelve (12) month period, and for twelve (12) months from each subsequent delinquency.



9.5 Non-payment. If any Club Dues are not paid within ten (10) days after the due date, a late fee (to compensate Club Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by Club Owner, together with interest on all amounts payable to Club Owner in an amount equal to the maximum rate allowable by law, per annum, beginning from the due date until paid in full, may be levied. Club Owner 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. In the event of foreclosure, the defaulting Owner shall be required to pay a reasonable rental for the Home to Club Owner, and Club Owner shall be entitled, as a matter of right, to the appointment of a receiver to collect the same. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. Club Owner shall not be required to bring such an action if it believes that the best interests of the Club would not be served by doing so. There shall be added to the Claim of Lien 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. Club Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action. Liens for Club Dues under this Club Plan shall be prior to the liens of Association or any Neighborhood Association.

9.6 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, Club or abandonment of a Home.

9.7 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of thirty (30) days, Club Owner may, without reducing or terminating Owner's obligations hereunder, suspend Owner's (or in the event the Home is leased, the Lessee's) rights to use the Club until all fees and charges are paid current and/or the default is cured.

#### 10. Operations.

10.1 Control. The Club shall be under the complete supervision and control of Club Owner until Club Owner, in its sole and absolute discretion, delegates all or part of the right and duty to operate, manage and maintain the Club to a third party as Club Manager, if ever, as hereinafter provided.

10.2 Club Manager. At any time, Club Owner may appoint a Club Manager to act as its agent. The Club Manager shall have whatever rights hereunder as are assigned in writing to it by Club Owner. Without limiting the foregoing, the Club Manager, if so agreed by Club Owner, may file liens for unpaid Club Dues against Homes, may enforce the Traditions at Winter Haven Recreational Facility Club Rules and Regulations, and prepare the Budget for the Club.

11. Paramount Right of Association. Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Club Members without charge.

12. Attorneys' Fees. If at any time Club Owner must enforce any provision hereof, Club Owner shall be entitled to recover all of its reasonable costs and attorneys' and paraprofessional fees at all levels, including appeals, collections and bankruptcy.

13. Rights to Pay and Receive Reimbursement. Club Owner and/or Association shall have the right, but not the obligation to pay any Club Dues, or Special Use Fees 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 with regard to the amounts due. Further, Club Owner and/or Association shall have the right, but not the obligation, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of an Owner to protect its lien. The party advancing such funds shall be entitled to immediate reimbursement, on demand, from the Owner for such amounts so paid, plus interest thereon at the maximum rate allowable by law, plus any costs of collection including, but not limited to, reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy.

14. General Restrictions. Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Immediate Family Member and other person entitled to use the Club shall comply with following general restrictions:

14.1 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

14.2 Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Member shall not allow any of the foregoing to damage the Club or interfere with the rights of other Members hereunder.

14.3 Cars and Personal Property. The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities. Without limiting the foregoing, any person parking a car within the Parking Areas assumes all risk of loss with respect to his or her car in the Parking Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars and wallets, books and clothing left in the pool area.

14.4 Activities. Any Member, Immediate Family Member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at their own risk. Every Member shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, Immediate Family Member or guest. No Member may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

14.5 Property Belonging to the Club. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

14.6 Indemnification of Club Owner. In addition, each Member, Immediate Family Member and guest agrees to indemnify and hold harmless Club Owner and Club Manager, 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 such Member's membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members and their guests, or the interpretation of this Club Plan, and/or the Traditions at Winter Haven Recreational Facility Club Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties. Losses shall include the deductible payable under any of the Club's insurance policies.

14.7 Attorneys' Fees. Should any Member or Immediate Family Member bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

14.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("Traditions at Winter Haven Recreational Facility Club Rules and Regulations") from time to time. Such Traditions at Winter Haven Recreational Facility Club Rules and Regulations may not be recorded; therefore, each Owner and Lessee should request a copy of unrecorded Traditions at Winter Haven Recreational Facility Club Rules and Regulations from the Club and become familiar with the same. Such Traditions at Winter Haven Recreational Facility Club Rules and Regulations are in addition to the general restrictions set forth in this Section.

14.9 Waiver of Traditions at Winter Haven Recreational Facility Club Rules and Regulations. Club Owner may waive the application of any Traditions at Winter Haven Recreational Facility Club Rules and Regulations to one or more Owners, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time upon notice to affected Lessees and Owners.

15. Violation of the Traditions at Winter Haven Recreational Facility Club Rules and Regulations.

15.1 Basis For Suspension. The membership rights of a Member may be suspended by Club Owner if, in the sole judgment of Club Owner:

15.1.1 such person is not an Owner or a Lessee;

15.1.2 the Member violates one or more of these Traditions at Winter Haven Recreational Facility Club Rules and Regulations;

15.1.3 an Immediate Family, a guest or other person for whom a Member is responsible violates one or more of these Traditions at Winter Haven Recreational Facility Club Rules and Regulations;

15.1.4 an Owner fails to pay Club Dues in a proper and timely manner; or

15.1.5 a Member and/or guest has injured, harmed or threatened to injure or harm any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities, whether belonging to a third party or to Club Owner.

15.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any Member's privileges to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Owner may suspend the membership of a Lessee if such Lessee's Owner fails to pay Club Dues due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member) or Club Manager may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. No Member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Club Dues or any other fees. During the restriction or suspension, Club Dues shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Dues and other amounts due to the Club are paid in full.

16. Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Dues, including the Club Membership Fee, during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Club Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner shall terminate this Club Plan and the provisions of the Declaration relating to the Club by document recorded in the Public Records.

17. Risk of Loss. Club Owner shall not be liable for, and the Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. Neither Association nor any Owner shall be entitled to cancel this Club Plan or any abatement in Club Dues on account of any such occurrence. By way of example, if the Club is destroyed in whole or part by a casualty, Owners shall remain liable to pay all Club Dues notwithstanding that the Club is not available for use.

18. Eminent Domain. If, during the operation of this Club Plan, an eminent domain proceeding is commenced affecting the Club, then in that event, the following conditions shall apply:

18.1 Complete Taking. If the whole or any material part of the Club is taken under the power of eminent domain, Club Owner may terminate this Club Plan and the provisions of the Declaration relating to the Club by written notice given to Association, which notice shall be recorded in the Public Records. Should such notice be given, this Club Plan and the provisions in the Declaration relating to the Club shall terminate. All damages awarded in relation to the taking shall be the sole property of Club Owner.

18.2 Partial Taking. Should a portion of the Club be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Club so that Club Owner determines the taking is not a complete taking, then, in such event, Club Owner shall have the option, to the extent legally possible, to utilize a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Club, or to terminate this Club Plan as provided in Section 18.1 hereof. All damages awarded in relation to the taking shall be the sole property of Club Owner, and Club Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

19. Additional Indemnification of Club Owner. Association and each Owner covenant and agree jointly and severally to indemnify, defend and hold harmless Developer and Club Owner, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors 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, Club Property, 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, counsel fees, 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 indemnifications provided in this Section shall survive termination of this Club Plan. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs of Association to the extent such matters are not covered by insurance maintained by Association.

20. Estoppel. Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that this Club Plan is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that this Club Plan, as so modified, is in full force and effect) and the date to which the Club Dues are paid; and (b) acknowledging that there are not, to Association's knowledge, any uncured defaults by Association, Club Owner or Members with respect to this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest or mortgagee of Club Owner's interest or assignee of any mortgage upon Club Owner's interest in the Club. Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that this Club Plan is in full force and effect, without modification except as may be represented, in good faith, by Club Owner; and (2) that there are no uncured defaults; and (3) that the Club Dues have been paid as stated by Club Owner.

21. No Waiver. The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall

not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner (with respect to Association or a Member) shall be effective unless made by Club Owner in writing.

22. Franchises and Concessions. Club Owner may grant franchises or concessions to commercial concerns on all or part of the Club and shall be entitled to all income derived therefrom.

23. Resolution of Disputes. ASSOCIATION AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND BUILDER, AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION AND EACH OWNER AND BUILDER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. 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), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. CLUB OWNER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

24. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS CLUB PLAN LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. CLUB OWNER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER, BUILDER AND CLUB OWNER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

25. Release. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, 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 CLUB OWNER, 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 CLUB PLAN, 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.**

26. Amendment. Notwithstanding any other provision herein to the contrary, no amendment to this Club Plan shall affect the rights of Developer or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Club Plan benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the Public Records. Club Owner shall have the right to amend this Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Club Owner's right to amend under this provision is to be construed as broadly as possible. By way of example, Club Owner may terminate this Club Plan (and all rights and obligations hereunder) in the event of partial or full destruction of the Club. Further, Club Owner may elect, in Club Owner's sole and absolute discretion, to subject property outside of Traditions at Winter Haven to this Club Plan by amendment recorded in the Public Records. Likewise, Club Owner may elect, in Club Owner's sole and absolute discretion, to remove portions of Traditions at Winter Haven from the benefit and encumbrance of this Club Plan by amendment recorded in the Public Records. Each Owner agrees that he, she or it has no vested rights under current case law or otherwise with respect to any provision in this Club Plan other than those setting forth the maximum level of each individual Home's Club Membership Fee that shall be imposed from time to time.

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

28. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing.

29. Florida Statutes. Whenever this Club Plan refers to the Florida Statutes, the reference shall be deemed to refer to the Florida Statutes as they exist on the date the Club Plan was recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

30. Headings. The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

**ADDITIONAL TEXT, SIGNATURES AND ACKNOWLEDGEMENTS  
APPEAR ON FOLLOWING PAGE**

31. Association to Bear Legal Expenses. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding. Therefore, and in order to ensure that the Owners and Association abide by Club Owner's determination, in the event that there is any dispute respecting the interpretation of this Club Plan, Association shall bear all legal expenses of both Association and Club Owner including, without limitation, all attorney's fees, paraprofessional fees and costs at trial and upon appeal, regardless of the outcome of such proceedings.

NOW THEREFORE, Lennar has set its signature and seal below this 21 day of SEPT, 2005.

WITNESSES:

Kristen Rodrick  
Print Name: KRISTEN RODRICK  
Helen C. Davis  
Print Name: Helen C. Davis

LENNAR HOMES, INC., a Florida corporation

By: Frank Dolan  
Name: FRANK DOLAN  
Title: VICE PRESIDENT  
Date: 21 Sept 05

{SEAL}



STATE OF FLORIDA )  
                                  ) SS.  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 21 day of sept, 2005 by Frank Dolan, as vice president of LENNAR HOMES, INC., a Florida corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires: 4/5/09

Kristen Rodrick  
NOTARY PUBLIC, State of Florida at Large  
Print name: Kristen Rodrick



JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. does hereby join in the Traditions at Winter Haven Recreational Facility Club Plan to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of September, 2005.

WITNESSES:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Sandra L Zander  
Print Name: SANDRA L ZANDER

Betty Hernandez  
Print Name: Betty Hernandez

By: Tom M. Gerge, Jr.  
Name: \_\_\_\_\_  
Title: President

{SEAL}

STATE OF FLORIDA )  
COUNTY OF Orange ) SS.:

The foregoing instrument was acknowledged before me this 19 day of September 2005 by Tom M. Gerge, Jr. as President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced \_\_\_\_\_ as identification, on behalf of the corporation.

My commission expires:

Sandra L Zander  
NOTARY PUBLIC, State of Florida  
Print name: SANDRA L. ZANDER

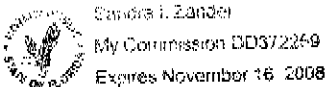




EXHIBIT A  
LEGAL DESCRIPTION  
OF THE INITIAL CLUB PROPERTY

Tract "N" as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.

EXHIBIT B

LEGAL DESCRIPTION OF TRADITIONS AT WINTER HAVEN

Lots 1 through 246, Tracts A through Q, X, Y, Z, AA, BB and CC, as shown on the Plat of Traditions, Phase I, recorded in Plat Book 131, Pages 47 through 54, of the Public Records of Polk County, Florida.

GENERAL RELEASE

KNOW ALL MEN BY THESE PRESENTS: That TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation (the "Releasor"), for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration, received from or on behalf of LENNAR HOMES, INC., a Florida corporation (the "Releasee"), the mailing address of which is \_\_\_\_\_, Miami, Florida 33172, the receipt whereof is hereby acknowledged,

DOES HEREBY remise, release, acquit, satisfy, and forever discharge the Releasee, and its officers, directors, shareholders, employees, attorneys, agents, affiliates, affiliates' officers, directors, shareholders, employees, attorneys, agents, members, partners, representatives, and all other related parties who may be jointly liable with them, (collectively, the "Releasee's Affiliates") of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever), which such Releasor ever had, now has, or which any officer, director, shareholder, representative, successor, or assign of such Releasor, hereafter can, shall or may have, against such Releasee and the Releasee's Affiliates, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents, whether known or unknown (either through ignorance, oversight, error, negligence or otherwise), and whether matured or unmatured, and which matter, cause, or thing, relates, in any manner, directly or indirectly, to (a) the property described on Exhibit A hereto, or the improvements thereon (collectively, the "Property"), or (b) any occurrences, circumstances, and/or documentation (e.g., the Traditions at Winter Haven Recreational Facility Club Plan) whatsoever, relating to the Property, which occurred or took place prior to the transfer of the Property from Releasee to Releasor (the "Closing"), except (i) representations of Releasee in that certain Agreement for Sale and Purchase of Property dated \_\_\_\_\_, 200\_\_ between Releasor and Releasee which survive the Closing, (ii) warranties of the Releasee contained in that certain Special Warranty Deed delivered by Releasee in connection with such Closing and (iii) personal injury claims respecting the Property occurring prior to Closing.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Signed, sealed and delivered in the presence of:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Name: \_\_\_\_\_

By: \_\_\_\_\_ Name \_\_\_\_\_ Title \_\_\_\_\_

Name: \_\_\_\_\_

STATE OF FLORIDA ) ) SS.: ) COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of such corporation who [ ] is personally known to me or [ ] has produced \_\_\_\_\_ as identification and did not take an oath.

[NOTARIAL SEAL]

Name: \_\_\_\_\_ Notary Public, State of \_\_\_\_\_ Commission No.: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

EXHIBIT D

CLUB MEMBERSHIP FEE SCHEDULE

Year	Monthly Payment
2004	50.00
2005	51.00
2006	52.00
2007	53.00
2008	54.00
2009	55.00
2010	56.00
2011	57.00
2012	58.00
2013	59.00
2014	60.00
2015	61.00
2016	62.00
2017	63.00
2018	64.00
2019	65.00
2020	66.00
2021	67.00
2022	68.00
2023	69.00
2024	70.00
2025	71.00
2026	72.00
2027	73.00
2028	74.00
2029	75.00
2030	76.00
2031	77.00
2032	78.00
2033	79.00
2034	80.00

From 2035 and thereafter, Club Membership Fees shall be determined.

EXHIBIT E  
OPTION NOTICE

**IRREVOCABLE OPTION NOTICE**

The Board of Directors of Traditions at Winter Haven Homeowners Association, Inc. (the "**Board**") hereby provides Club Owner (as defined in that certain Club Plan recorded in Official Records Book \_\_\_ of \_\_\_ of the Public Records of \_\_\_\_\_ County, Florida) with notice of its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan. Attached hereto as **Schedule 1** is a resolution executed by the majority of the Board approving this Irrevocable Option Notice.

The undersigned Board has executed this Irrevocable Option Notice on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

\_\_\_\_\_  
Name: \_\_\_\_\_  
Director

**Schedule 1**

**TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.  
(THE "ASSOCIATION")**

**ACTION BY THE BOARD OF DIRECTORS OF THE ASSOCIATION  
WITHOUT A MEETING**

The undersigned, constituting the majority of the Board of Directors of the Association do hereby consent to and approve the following actions:

WHEREAS, the Board of Directors hereby acknowledges and agrees that it is in the best interest of the Association to purchase the Club (as defined in that certain Club Plan recorded in Official Records Book \_\_\_ of \_\_\_ of the Public Records of \_\_\_\_\_ County, Florida); and

WHEREAS, the Board of Directors hereby agrees to provide Club Owner (as defined in the Club Plan) with the Option Notice (as defined in the Club Plan) in order to evidence its intent to purchase the Club (as defined in the Club Plan) pursuant to the terms of the Club Plan;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the purchase of the Club and the giving of the Option Notice to Club Owner.

Effective: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Director

\_\_\_\_\_  
Name:  
Director

\_\_\_\_\_  
Name:  
Director

EXHIBIT 5  
Permit



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(888) 534-1448 or  
1-800-492-7862 (FL only)  
SUNCOM 572-8200

**Lecanto Service Office**  
3800 West Sovereign Path  
Suite 226  
Lecanto, Florida 34461-8070  
(352) 527-8131  
SUNCOM 667-3271

**Sarasota Service Office**  
8750 Fruitville Road  
Sarasota, Florida 34240-9711  
(941) 377-3722 or  
1-800-320-3503 (FL only)  
SUNCOM 531-5000

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)  
SUNCOM 578-2070

January 25, 2005

- Watson L. Haynes II**  
Chair, Pinellas
- Haidi B. McCreo**  
Vice Chair, Hillsborough
- Judith O. Whitehead**  
Secretary, Hernando
- Talmadge G. "Jerry" Rice**  
Treasurer, Pasco
- Edward W. Chance**  
Manatee
- Thomas G. Dohney**  
Sarasota
- Maggie N. Dominguez**  
Hillsborough
- Ronnie E. Duncan**  
Pinellas
- Ronald C. Johnson**  
Polk
- Janet D. Kovach**  
Hillsborough
- Patsy C. Symons**  
DeSoto

**Steven M. Dill**  
Ruby Lake Development  
744 Highland Avenue  
Orlando, FL 32803

**Sheryl Ann Nieto**  
217 Coleman Drive, Southeast  
Winter Haven, FL 33884

**Miguel Diaz and Cindy Diaz**  
800 Olsen Road, Southeast  
Winter Haven, FL 33880

**Subject: Consolidated Notice of Final Agency Action for Approval  
Environmental Resource Permit Individual Construction and  
Sovereignty Lands Standard Lease**

Permit No.:	43027329.000
Board of Trustees File No.:	530035513
SOV Record No.:	424
Project Name:	Traditions Subdivision
County:	Polk
Sec/Twp/Rge:	13,24/29S/26E

Dear Permittees:

The Environmental Resource permit and Proprietary Authorization referenced above was approved by the District Governing Board subject to all terms and conditions set forth in the permit.

The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Public Land Administration prepare the Standard Lease Instrument. A permit condition prohibits construction on the sovereign submerged lands until this instrument has been fully executed.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

If you have questions concerning the permit, please contact Jan R. Burke, P.E., at the Bartow Service Office, extension 6103.

Sincerely,

BJ Jarvis, Director  
Records and Data Department

**RECEIVED**

JAN 27 2005

David C. Carter,  
Consulting Engineers

BJJ:daw  
Enclosures: Approved Permit w/Conditions Attached  
Approved Construction Drawings  
Statement of Completion  
Notice of Authorization to Commence Construction

cc/enc: File of Record 43027329.000  
David C. Carter, P.E., David C. Carter Consulting Engineers, LLC  
Joe W. Howell, Environmental Sciences & Technologies, Inc.  
Dale Adams, Department of Environmental Protection  
USACOE

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
CONSOLIDATED ENVIRONMENTAL RESOURCE PERMIT (ERP) AND  
SOVEREIGN SUBMERGED LAND AUTHORIZATION (SL)  
INDIVIDUAL CONSTRUCTION SURFACE WATER MANAGEMENT SYSTEMS  
PERMIT NO. 43027329.000  
AND  
SOVEREIGNTY LANDS STANDARD LEASE AND LETTER OF CONSENT

ERP Expiration Date: January 25, 2010	PERMIT ISSUE DATE: January 25, 2005
SL Expiration Date: Five (5) years from FDEP Executed Lease Instrument	

This permit, issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and Chapter 40D-4, Florida Administrative Code, (F.A.C.), authorizes the Permittee to perform the work outlined herein and shown by the application, approved drawings, plans, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District).

Authorization is granted to use sovereign submerged lands as outlined herein and shown by the application, approved drawings, plans, and other documents attached hereto and kept on file at the District under the provisions of Chapter 253, F.S., and Chapter 18-21, F.A.C., as well as the policies of the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees). This approval does not disclaim any title interests that the Board of Trustees may have in the project site. Any subsequent authorizations by the Board of Trustees or its designated agents may contain conditions necessary to satisfy the fiduciary responsibilities of the Board of Trustees as well as other applicable statutory or rule requirements implemented by the Department of Environmental Protection's Division of State Lands or other governmental agencies authorized by Florida Statutes.

All construction, operation, and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Traditions Subdivision

**GRANTED TO:** Ruby Lake Development, LLC  
744 Highland Avenue  
Orlando, FL 32803

Sheryl Ann Nieto  
217 Coleman Drive, Southeast  
Winter Haven, FL 33884

Miguel Diaz and Cindy Diaz  
800 Olsen Road, Southeast  
Winter Haven, FL 33880

**ABSTRACT:** This permit is for the construction of a new surface water management system serving a 216.17-acre phase of a residential project as named above and as shown on the approved construction drawings. The project is located at the northwest and southeast corners of the intersection of Thompson Nursery Road and West Ruby Lake Drive in the city of Winter Haven, Polk County. An Incidental Site Activities (ISA) Permit was issued for the project on December 21, 2004, authorizing installation of erosion and sediment control measures, limited clearing and limited excavation in upland areas of the project. Information regarding the surface water management systems, 100-year floodplain and wetlands is contained within the tables and comments below.



Permit No.: 43027329.000  
 Project Name: Traditions Subdivision  
 Page: 2

OP. & MAINT. ENTITY: Traditions at Winter Haven Homeowners' Association, Inc.  
 1635 East Highway 50, Suite 200  
 Clermont, FL 34711

COUNTY: Polk

WATERBODY NAME: Lake Ruby

AQUATIC PRESERVE: N/A

SEC/TWP/RGE: 13,24/29S/26E

TOTAL ACRES OWNED OR UNDER CONTROL: 292.90

PROJECT SIZE: 216.17 Acres

LAND USE: Residential

DATE APPLICATION FILED: June 23, 2004

AMENDED DATE: N/A

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
100	1.10	Retention
101	1.10	Wet Detention
201	2.14	Wet Detention
202	2.20	Wet Detention
203	0.67	Wet Detention
205	1.46	Retention
206	0.40	Wet Detention
207	1.03	Retention
209	6.22	Wet Detention
<b>TOTAL</b>	<b>16.32</b>	

A mixing zone is not required.  
 A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
9.75	0.00	MI [ X ]	Depth [ 0.00 ]

\*Codes [ X ] for the type or method of compensation provided are as follows:  
 MI = Minimal Impact based on modeling of existing stages vs. post-project encroachment.  
 N/A = Not Applicable

\*\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims MI type of compensation.

III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
W-1	1.40	0.00	0.00	1.40
W-2	1.12	0.53	0.00	0.59
W-3/3A	17.02	16.76	0.00	0.26
W-4	3.35	3.31	0.00	0.04
W-5	3.63	3.56	0.00	0.07
W-6	1.11	0.93	0.00	0.18
W-7	2.33	2.33	0.00	0.00
SW-1	5.49	5.48	0.00	0.01
SW-2	0.94	0.94	0.00	0.00
SW-3	6.44	6.44	0.00	0.00
SW-4	9.30	9.28	0.00	0.02
SW-5	24.30	24.28	0.00	0.02
SW-6	0.11	0.11	0.00	0.00
<b>TOTAL</b>	<b>76.54</b>	<b>73.87</b>	<b>0.00</b>	<b>2.67</b>

Comments: The project area contains 76.54 acres of wetlands and other surface water features consisting of 4.46 acres of herbaceous lake fringe wetlands (W-4, 3.35 acres and W-6, 1.11 acres), 5.96 acres of inland herbaceous wetlands (W-5, 3.63 acres and W-7, 2.33 acres), 19.54 acres of forested wetlands (W-1, 1.40 acres; W-2, 1.12 acres; and W-3/3A, 17.02 acres), 45.53 acres of lakes (SW-1/Lake Ruby, 5.49 acres; SW-3/Lake Hart lobe, 6.44 acres; SW-4/Lake Hart, 9.30 acres; and SW-5/Reeves Lake, 24.30 acres), and 1.05 acres of agricultural ponds (SW-2, 0.94 acre and SW-6, 0.11 acre).

There are 3.72 acres of permanent wetland impacts proposed by this project consisting of 0.29 acre of herbaceous wetland impacts (W-4, 0.04 acre; W-5, 0.07 acre; and W-6, 0.18 acre), 2.25 acres of forested wetland impacts (W-1, 1.40 acre; W-2, 0.59 acre; and W-3, 0.26 acre), 0.13 acre of open water lake impacts (SW-1/Lake Ruby, 0.09 acre; SW-4/Lake Hart, 0.02 acre; and SW-5, 0.02 acre), and 1.05 acres of permanent impacts to the onsite agricultural ponds (SW-2, 0.94 acre and SW-6, 0.11 acre).

The impacts to SW-2 and SW-6 are not recorded in the table above because they are upland cut surface water features not used by threatened or endangered species and were deemed insignificant.

Mitigation Information:					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
WC-1	2.92	0.00	0.00	0.00	0.00
WC-2	0.43	0.00	0.00	0.00	0.00
WE-1	0.00	0.00	1.80	0.00	0.00

Mitigation Information:					
AREA NO.	CREATED/ RESTORED AC.	UPLAND PRESERVED AC.	ENHANCED WETLAND AC.	WETLANDS PRESERVED AC.	MISC. MITI. AC.
WE-2	0.00	0.00	0.24	17.44	0.00
WE-3	0.00	0.00	0.82	0.00	0.00
WE-4	0.00	0.00	0.24	42.49	0.00
TOTAL	3.35	0.00	3.10	59.93	0.00
NET CHANGE	-0.76	OTHER MITIGATION TOTAL			0.00

Comments: Mitigation for the permanent impacts to onsite wetlands is provided by 3.35 acres of forested wetland creation (WC-1, 2.92 acres and WC-2, 0.43 acre), 3.10 acres of herbaceous wetland enhancement (WE-1/W-5, 1.80 acres; WE-2/Lake Hart, 0.24 acre; WE-3/Lake Ruby, 0.82 acre; and WE-4/Reeves Lake, 0.24 acre), and preservation and 59.93 acres of preservation consisting of 16.62 acres of forested wetland, 3.31 acres of herbaceous wetlands, and 40.00 acres of non-sovereign lake bottom (Lake Hart, 15.72 acres; and Reeves Lake, 24.28 acres).

No mitigation is required for the upland cut surface water features (agricultural ponds), SW-2 and SW-6, because they do not provide significant habitat to threatened or endangered species.

A functional loss of 2.07 due to impacts to wetlands and other surface waters in this project has been offset by a functional gain of 3.42 due to the mitigation provided. The functional loss and functional gain were calculated using the Uniform Mitigation Assessment Method.

Watershed Name: Peace River

Rule 18-21.005 (1)(a), Florida Administrative Code, (F.A.C.), lists activities that may be conducted on sovereign submerged lands without a Proprietary Authorization. This project meets the requirements of 18-21.005 (1)(a)1., F.A.C.

A regulatory conservation easement is required.

IV. Sovereign Submerged Lands.

Standard Lease:

ACTIVITY	PREEMPTED AREA	DREDGED	NO. OF SLIPS
Ramp/Piers/ Docks	27,025 square feet	17 cubic yards	35
TOTALS:	27,025 square feet	17 cubic yards	35

Letter of Consent:  
 35,719 square feet of shoreline restoration

Shoreline Length: 1,800 feet

A proprietary conservation easement is required.

**SPECIFIC CONDITIONS**

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

Bartow Regulation Department  
Southwest Florida Water Management District  
170 Century Boulevard  
Bartow, FL 33830-7700

The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Bartow Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.
5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.
6. **WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WC 1**  
  
Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.
  - A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
  - B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES <sup>1</sup>	SUBDOMINANT SPECIES <sup>2</sup>
A	Ground	80%	<i>Juncus effusus</i> <i>Saururus cernuus</i>	<i>Osmunda cinnamomea</i> <i>Osmunda regalis</i> <i>Panicum hemitomon</i>
A	Canopy	30%	<i>Persea palustris</i>	<i>Nyssa sylvatica</i>

<sup>1</sup> Tree species must be greater than 12 feet in height and have been planted for greater than three (3) years.

<sup>2</sup> Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within five (5) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Density of trees surviving in the mitigation area equals or exceeds 350 trees/acre for trees greater than or equal to 12 feet in height.
- F. Coverage by nuisance or exotic species does not exceed five (5) percent.
- G. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

#### WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WC 2

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."

- C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES <sup>1</sup>	SUBDOMINANT SPECIES <sup>2</sup>
A	Ground	80%	<i>Juncus effusus</i> <i>Saururus cernuus</i>	<i>Osmunda cinnamomea</i> <i>Osmunda regalis</i> <i>Panicum hemitomon</i>
A	Canopy	30%	<i>Persea palustris</i>	<i>Nyssa sylvatica</i>

<sup>1</sup> Tree species must be greater than 12 feet in height and have been planted for greater than three (3) years.

<sup>2</sup> Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within five (5) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Density of trees surviving in the mitigation area equals or exceeds 350 trees/acre for trees greater than or equal to 12 feet in height.
- F. Coverage by nuisance or exotic species does not exceed five (5) percent.
- G. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

#### WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 1

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested wetland* as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."

C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES <sup>1</sup>	SUBDOMINANT SPECIES <sup>1</sup>
A	Ground	80%	<i>Panicum hemitomon</i>	<i>Scirpus spp.</i> <i>Juncus effusus</i>

<sup>1</sup> Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Coverage by nuisance or exotic species does not exceed five (5) percent.
- F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 2**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."
- C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES <sup>1</sup>	SUBDOMINANT SPECIES <sup>2</sup>
A	Ground	80%	<i>Pontederia cordata</i>	<i>Scirpus spp.</i> <i>Juncus effusus</i>

<sup>1</sup> Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Coverage by nuisance or exotic species does not exceed five (5) percent.
- F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 3**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."
- C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES	SUBDOMINANT SPECIES <sup>1</sup>
A	Ground	80%	<i>Pontederia cordata</i>	<i>Scirpus spp.</i> <i>Juncus effusus</i>

<sup>1</sup>Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."



- E Coverage by nuisance or exotic species does not exceed five (5) percent.
- F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

**WETLAND MITIGATION SUCCESS CRITERIA MITIGATION AREA WE 4**

Mitigation is expected to offset adverse impacts to wetlands and other surface waters caused by regulated activities and to achieve viable, sustainable ecological and hydrological wetland functions. Wetlands constructed for mitigation purposes will be considered successful and will be released from monitoring and reporting requirements when the following criteria are met continuously for a period of at least one year without intervention in the form of irrigation or the addition or removal of vegetation.

- A. The mitigation area can be reasonably expected to develop into a *Palustrine Forested* wetland as determined by the USFWS Classification of Wetlands and Deepwater Habitats of the United States.
- B. Topography, water depth and water level fluctuation in the mitigation area are characteristic of the wetland/surface water type specified in criterion "A."
- C. The dominant and subdominant species of desirable wetland plants comprising each vegetation zone and stratum of the mitigation area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES <sup>1</sup>	SUBDOMINANT SPECIES <sup>1</sup>
A	Ground	80%	<i>Pontederia cordata</i>	<i>Scirpus spp.</i> <i>Juncus effusus</i>

<sup>1</sup>Plant species providing the same function as those listed may also be considered in determining success.

This criterion must be achieved within three (3) years of mitigation area construction. The Permittee shall complete any activities necessary to ensure the successful achievement of the mitigation requirements by the deadline specified. Any request for an extension of the deadline specified shall be accompanied with an explanation and submitted as a permit letter modification to the District for evaluation.

- D. Species composition of recruiting wetland vegetation are indicative of the wetland type specified in criterion "A."
- E. Coverage by nuisance or exotic species does not exceed five (5) percent.
- F. The wetland mitigation area can be determined to be a wetland or other surface water according to Chapter 62-340, F.A.C.

The mitigation area may be released from monitoring and reporting requirements and be deemed successful at any time during the monitoring period if the Permittee demonstrates that the conditions in the mitigation area have adequately replaced the wetland and surface water functions affected by the regulated activity and that the site conditions are sustainable.

7. The Permittee shall monitor and maintain the wetland mitigation areas until the criteria set forth in the Wetland Mitigation Success Criteria Conditions above are met. The Permittee shall perform corrective actions identified by the District if the District identifies a wetland mitigation deficiency.
8. The Permittee shall undertake required maintenance activities within the wetland mitigation areas as needed at any time between mitigation area construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Wetland Mitigation Success Criteria Conditions above. Herbicides shall not be used without the prior written approval of the District.
9. A Wetland Mitigation Completion Report shall be submitted to the District within 30 days of completing construction and planting of the wetland mitigation areas. Upon District inspection and approval of the mitigation areas, the monitoring program shall be initiated with the date of the District field inspection being the construction completion date of the mitigation areas. Monitoring events shall occur between March 1 and November 30 of each year. An Annual Wetland Monitoring Report shall be submitted upon the anniversary date of District approval to initiate monitoring.

Annual reports shall provide documentation that a sufficient number of maintenance inspection/activities were conducted to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above. Note that the performance of maintenance inspections and maintenance activities will normally need to be conducted more frequently than the collection of other monitoring data to maintain the mitigation areas in compliance with the Wetland Mitigation Success Criteria Conditions above.

Monitoring Data shall be collected semi-annually.

10. Termination of monitoring for the wetland mitigation areas shall be coordinated with the District by:
  - A. notifying the District in writing when the criteria set forth in the Wetland Mitigation Success Criteria Conditions have been achieved;
  - B. suspending all maintenance activities in the wetland mitigation areas including, but not limited to, irrigation and addition or removal of vegetation; and
  - C. submitting a monitoring report to the District one year following the written notification and suspension of maintenance activities.

Upon receipt of the monitoring report, the District will evaluate the wetland mitigation sites to determine if the Mitigation Success Criteria Conditions have been met and maintained. The District will notify the Permittee in writing of the evaluation results. The Permittee shall perform corrective actions for any portions of the wetland mitigation areas that fail to maintain the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

11. In the event wetland impacts for which the preservation parcel is providing mitigation are not conducted, the permittee will notify the District in writing. Upon District verification that these wetland impacts have not occurred, the District will release any executed and recorded conservation easement.
12. Following the District's determination that the wetland mitigation has been successfully completed, the Permittee shall operate and maintain the wetland mitigation areas such that they remain in their current or intended condition for the life of the surface water management facility. The Permittee must perform corrective actions for any portions of the wetland mitigation areas where

conditions no longer meet the criteria set forth in the Wetland Mitigation Success Criteria Conditions.

13. The Permittee shall, within 120 days of initial wetland impact and prior to beneficial use of the site, complete all aspects of the mitigation plan, including the grading, mulching, and planting, in accordance with the design details in the final approved construction drawings received by the District on October 12, 2004 and information submitted in support of the application .
14. The Permittee shall commence construction of the mitigation areas within 30 days of wetland impacts, if wetland impacts occur between February 1 and August 31. If wetland impacts occur between September 1 and January 31, construction of the mitigation areas shall commence by March 1. In either case, construction of the mitigation areas shall be completed within 120 days of the commencement date unless a time extension is approved in writing by the District.
15. The construction of all wetland impacts and wetland mitigation shall be supervised by a qualified environmental scientist/specialist/consultant. The Permittee shall identify, in writing, the environmental professional retained for construction oversight prior to initial clearing and grading activities.
16. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
17. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - A. wetland boundaries
  - B. wetland buffers
  - C. limits of approved wetland impacts
  - D. construction access for all mitigation areas

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
18. All wetland boundaries shown on the approved construction drawings shall be binding upon the Permittee and the District.
19. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:
  - A. all wetlands
  - B. all mitigation areas
  - C. all conservation easement areas
20. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Bartow Regulation Department Service Office:
  - A. homeowners, property owners, master association or condominium association articles of incorporation, and
  - B. declaration of protective covenants, deed restrictions or declaration of condominium.

The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is

- completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.
21. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.
- For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.
22. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Bartow Service Office.
23. For dry bottom retention systems, the retention areas shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
24. For the areas shown on the construction drawings as future development (i.e., residential phases, club house, commercial etc.), a permit modification shall be obtained for any construction in these areas. As a requirement of the permit modification for these areas, the Permittee shall submit a Statement of Completion and as-built drawings.
25. The Permittee shall execute the final draft financial responsibility instrument approved by the District prior to initiating activities authorized by this permit. The final draft financial responsibility instrument shall be consistent with the draft instrument submitted with the permit application and approved by this permit.
26. The Permittee shall submit the original executed financial responsibility instrument to the District at the address below:
- Southwest Florida Water Management District  
Finance Department, attention of the Finance Director  
2379 Broad Street  
Brooksville, Florida 34604-6899
27. The Permittee shall provide the financial responsibility required by Rule 40D-4.301(1)(j), Florida Administrative Code until the District determines that the specific success criteria contained in this permit have been met; or the District approves a request to transfer the permit to a new owner and receives an acceptable substitute financial responsibility mechanism from the new owner.
28. The Permittee may request, in writing, a release from the obligation to maintain certain amounts of the financial assurance required by this permit as phases of the mitigation plan are successfully completed. The request shall include documentation that the mitigation phase or phases have been completed and payment for their completion has been made. Following the District's verification that the phase or phases have been completed in accordance with the mitigation plan, the District will authorize release from the applicable portion of the financial assurance obligation.
29. The District will notify the Permittee within 30 days of its determination that the specific success criteria contained in this permit have been met. Concurrent with this notification, the District will authorize, in writing, the appropriate entity to cancel or terminate the financial responsibility instrument.
30. The Permittee's failure to comply with the terms and conditions of this permit pertaining to the successful completion of all mitigation activities in accordance with the mitigation plan shall be

deemed a violation of Chapter 40D-4, Florida Administrative Code. In addition to other remedies that the District may have, the District may draw upon the financial responsibility instrument for any funds necessary to remedy a violation, upon such notice to the Permittee as may be specified in the financial responsibility instrument or if none, upon reasonable notice.

31. The Permittee shall notify the District by certified mail within 10 days of the commencement of a voluntary or involuntary proceeding:
  - A. To dissolve the Permittee;
  - B. To place the Permittee into receivership;
  - C. For entry of an order for relief against the Permittee under Title XI (Bankruptcy), U.S. Code.
  - D. To assign of the Permittee's assets for the benefit of its creditors under Chapter 727, Florida Statutes.
32. In the event of bankruptcy or insolvency of the issuing institution; or the suspension or revocation of the authority of the issuing institution to issue letters of credit or performance bonds, the Permittee shall be deemed without the required financial assurance and shall have 60 days to reestablish the financial assurance required by Rule 40D-4.301(1)(j), Florida Administrative Code.
33. The final title insurance policy, in the amount and under the terms approved, must be submitted before April 18, 2005, and prior to initiating any activities authorized by this permit. Specifically, the final title insurance policy must conform with Chicago Title Insurance Company, Title Commitment No. 104, effective date of October 18, 2004, and submitted to the District on November 22, 2004. No construction other than what is authorized by the Incidental Site Activities permit may take place until the District confirms compliance with the terms of this condition.
34. A buffer, 15 feet wide, planted with *Pinus elliottii* (Slash Pine), *Myrica cerifera* (Wax Myrtle), and *Spartina bakeri* (Sand Cord Grass) shall be installed around the perimeter of WC-1 up to the southern property boundary as detailed in the approved construction plan set on sheet 30, entitled "Wetland Mitigation Area WC#1" submitted to the District on October 12, 2004.
35. A buffer, approximately 10 feet wide, planted with *Pinus elliottii* (Slash Pine), *Myrica cerifera* (Wax Myrtle), and *Spartina bakeri* (Sand Cord Grass) shall be installed in the permitted location adjacent to WC-2 as detailed in the approved construction plan set on sheet 26, entitled "Wetland Mitigation Area WC#2" submitted to the District on October 12, 2004.
36. The Permittee shall submit the executed conservation easement, as recorded in the County Public Records, to the District prior to expiration of the title commitment or prior to the beginning of authorized construction that will cause adverse impacts to wetlands or other surface waters, whichever occurs first. Conservation easements shall identify the District as the grantee and shall cover the following areas: Lake Hart Area and Reeves Lake Area. The Permittee shall receive approval from the District for any proposal to modify the conservation easement prior to conducting any activity prohibited by the terms of the conservation easement.
37. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation area.

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38. The District has requested that the Department of Environmental Protection's Recurring Revenue Section of the Bureau of Land Administration prepare the Standard Lease instrument. Construction on sovereign submerged lands shall not begin until this instrument has been executed to the satisfaction of the District.

**GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**PROPRIETARY GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "B" are hereby incorporated by reference and the Permittee shall comply with them.

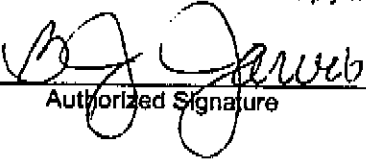
  
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Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:
  - a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.
  - b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.
4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.



15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

**ERP General Conditions**  
**Individual (Construction, Conceptual, Mitigation Banks), General,**  
**Incidental Site Activities, Minor Systems**  
Page 3 of 3

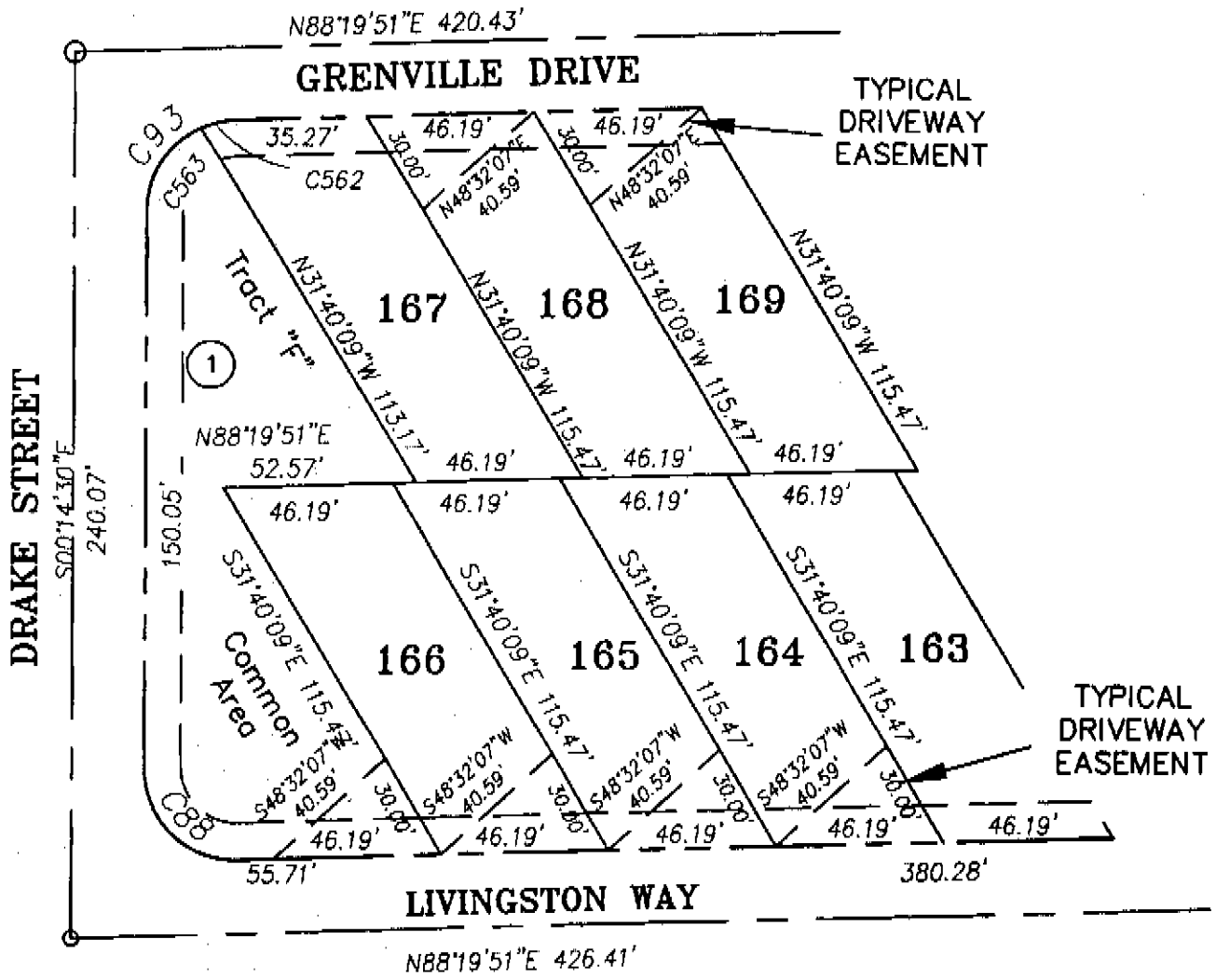
41.00-023(03/04)

**EXHIBIT "B"**

1. Authorizations are valid only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use shall constitute a violation. Violation of the authorization shall result in suspension or revocation of the grantee's use of the sovereignty submerged land unless cured to the satisfaction of the Board.
2. Authorizations convey no title to sovereignty submerged land or water column, nor do they constitute recognition or acknowledgment of any other person's title to such land or water.
3. Authorizations may be modified, suspended or revoked in accordance with their terms or the remedies provided in Sections 253.04 and 258.46, F.S., or Chapter 18-14, F.A.C.
4. Structures or activities shall be constructed and used to avoid or minimize adverse impacts to sovereignty submerged lands and resources.
5. Construction, use, or operation of the structure or activity shall not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.
6. Structures or activities shall not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity shall be modified in accordance with the court's decision.
7. Structures or activities shall not create a navigational hazard.
8. Structures shall be maintained in a functional condition and shall be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of Rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.
9. Structures or activities shall be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(f), F.A.C., or any other applicable law.

EXHIBIT 6

ILLUSTRATION OF SIDE YARD AND DRIVEWAY EASEMENTS



R- Prepared By & Return To:  
Russell K. Dickson, Jr.  
Fisher, Rushmer, Werrenrath,  
Dickson, Talley & Dunlap, P.A.  
20 N. Orange Avenue  
P.O. Box 712  
Orlando, FL 32802-0712  
File No.: 338-399  
Recording: 5

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**FIRST AMENDMENT TO THE DECLARATION FOR  
TRADITIONS AT WINTER HAVEN**

This First Amendment to the Declaration for Traditions at Winter Haven (the "First Amendment") is made by Ruby Lake Development, LLC, a Florida limited liability company ("Ruby Lake"), joined in by Traditions at Winter Haven Homeowners Association, Inc., a Florida not-for-profit corporation ("Association"), Lennar Homes, Inc., a Florida corporation ("Lennar"), and Wachovia Bank ("Wachovia").

1. Ruby Lake recorded that certain Declaration for Traditions at Winter Haven in Official Records Book 6425, Page 1030, in the Public Records of Polk County, Florida (the "Declaration") regarding that certain real property which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. The Declaration was joined in by the Association and Lennar.
2. The Declaration was also joined in by SunTrust pursuant to the certain Joinder, Consent and Subordination of Mortgagee, dated November 30, 2005 and recorded on January 13, 2006, in Official Records Book 6587, Page 1663, of the Public Records of Polk County, Florida. Wachovia has subsequently replaced SunTrust as Mortgagee, pursuant to that certain Amended and Restated Mortgage, Assignment of Rents and Security Agreement dated June 13, 2006 and recorded on June 21, 2006 in Official Records Book 6834, Page 2242, of the Public Records of Polk County, Florida.
3. Ruby Lake desires to make certain modifications to the Declaration as hereinafter set forth.
4. This First Amendment is a covenant running with all of the land, and each present and future owner of interest therein and their heirs, successors and assigns are hereby subject to this First Amendment.

NOW, THEREFORE, the following changes are hereby made to the Declaration:

1. Ruby Lake hereby declares that the following paragraph is amended as follows:

2. Definitions.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all of the costs of ownership; operating; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; all amounts payable in connection with the operating and maintenance of any lift stations; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; painting; replacements; refurbishments;


common area landscape maintenance; all costs necessary for monitoring and maintaining any wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit #43027329.000 and any and all of the costs relating to the discharge of the obligations hereunder and/or under the Club Plan, or as determined to be a part of the Operating Costs by the 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 and/or the Club Plan.

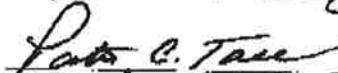
All other provisions of the Declaration not specifically modified herein shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned, being Ruby Lake Development, L.L.C, a Florida limited liability company, has hereunto set its hand and seal this 20<sup>th</sup> day of November, 2006.


Witnesses:

  
Witness: Elizabeth A. Stalvey

  
Witness: PAMELA C. TASE

RUBY LAKE DEVELOPMENT, L.L.C,  
a Florida limited liability company

By: SMD DEVELOPMENT, INC.,  
a Florida corporation  
Its: Manager

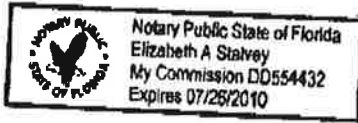
  
By: Steven M. Dill  
Its: President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of November, 2006, by STEVEN M. DILL, President of SMD Development, Inc., a Florida corporation, which is the Manager of Ruby Lake Development, L.L.C, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Notary Public

(Notary Stamp)



JOINDER

LENNAR HOMES, INC., A FLORIDA CORPORATION

LENNAR HOMES, INC., a Florida corporation ("Lennar") does hereby join in the First Amendment to the Declaration for Traditions at Winter Haven (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Lennar agrees that this Joinder is for convenience only and does not apply to the effectiveness of the First Amendment as Lennar has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6<sup>th</sup> day of Dec., 2006.

Witnesses:

Amelynn Kegis  
Witness: [Signature]

Katrina A. Gleason  
Witness: [Signature]

LENNAR HOMES, INC., a  
Florida corporation

[Signature]  
By: Christine Sodermark  
Its: Executive Vice-President, Land Division

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Dec, 2006, by Christine Sodermark as Executive Vice-President, Land Division of Lennar Homes, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced as identification.

Mary Hoag  
Notary Public  
Mary Hoag

(Notary Stamp)



JOINDER

WACHOVIA BANK

WACHOVIA BANK ("Wachovia") does hereby join in the First Amendment to the Declaration of Traditions at Winter Haven (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Wachovia agrees that this Joinder is for convenience only and does not apply to the effectiveness of the First Amendment as Wachovia has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17TH day of ~~NOVEMBER~~ 2006.

Witnesses:

Wanda F. Moore  
Printed Name: WANDA F. MOORE

Kerri Mauch  
Printed Name: Kerri Mauch

Wachovia Bank

Maria Jaramilla  
By: Maria Jaramilla  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 17TH day of NOVEMBER, 2006, by MARIA JARAMILLA as VICE PRESIDENT of Wachovia Bank, a national banking association, on behalf of the company. She is personally known to me or has produced \_\_\_\_\_ as identification.

Wanda F. Moore  
Notary Public

(Notary Stamp)



Wanda F. Moore  
My Commission 00304985  
Expires May 30, 2008



FISHER RUSHMER LAW FIRM  
20 NORTH ORANGE AVENUE STE 1100  
ORLANDO, FL 32801

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

ASIMA M. AZAM, ESQUIRE  
Divine & Estes, P.A.  
Post Office Box 3629  
Orlando, Florida 32802-3629

INSTR # 2007098488  
BK 07278 PGS 1890-1895 PG(s)6  
RECORDED 05/09/2007 09:40:33 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 52.50  
RECORDED BY S Wiggins

SECOND AMENDMENT TO  
DECLARATION FOR TRADITIONS  
AT  
WINTER HAVEN

THIS SECOND AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN ("Second Amendment") is made by Ruby Lake Development, LLC, a Florida limited liability company ("Ruby Lake") and joined by Traditions at Winter Haven Homeowner's Association, Inc. a Florida not-for-profit corporation ("Association").

RECITALS

A. Ruby Lake recorded the Declaration for Traditions at Winter Haven in Official Records Book 6425, at Page 1030 of the Public Records of Polk County, Florida (the "Declaration"), respecting the community known as Traditions at Winter Haven.

B. Section 5.1 of the Declaration provides that Ruby Lake, as Developer, may make additional lands part of the Traditions at Winter Haven and to subject the additional property to the provisions of the Declaration and the jurisdiction of the Association, in its sole discretion, by the recording of an amendment to the Declaration in the Public Records prior to the Turnover Date, which date has not yet occurred. Section 5.1 further provides that the amendment may contain additions to, modifications of, or omissions from the covenants conditions and restrictions contained in the Declaration as deemed appropriate by the Developer and as may be necessary to reflect the different character, if any of the annexed lands.

C. Ruby Lake desires to annex the additional property comprising Traditions, Phase 2, particularly described in Exhibit A ("Phase 2"), into the Traditions at Winter Haven community and to be subject to the provisions of the Declaration and the jurisdiction of the Association.

D. Ruby Lake further desires to amend the Declaration to provide for Reciprocal Side Yard and Driveway Easements as to certain Lots within Phase 2 as more particularly described herein

E. Ruby Lake wishes to amend the Declaration as set forth herein.

NOW THEREFORE, Ruby Lake hereby declares that every portion of Traditions, Phase 2, is to be held, transferred, sold, conveyed, used and occupied to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and from a part of this First Amendment.
2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, the Declaration, and this Second Amendment shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Declaration. The defined term "Declaration" is hereby modified as follows:

**"Declaration"** shall mean the Original Declaration and this Second Amendment together with all amendments and modifications thereof.

**"Phase 2"** shall mean Traditions, Phase 2, as recorded in Plat Book 141, Page 37 in the Public records of Polk County, Florida.

4. Annexation. The real property described in Exhibit "A" attached hereto is hereby annexed into and made a part of the real property described in Exhibit 1 of the Declaration, and as such, is part of the Traditions at Winter Haven community and is subject to the provisions of the Declaration and the jurisdiction of the Association.
5. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.1, is hereby amended and modified to provide as follows:

13.5.1.3.1 The following Lots are both burdened and benefited by Side Yard Easements: Lots 111 through 119, inclusive, 122 through 129, inclusive, 131 through 143, inclusive, 145 through 151, inclusive, 154 through 165, inclusive, and 168 through 177, inclusive, all in Phase 1; and Lots 207 through 235, inclusive, Lot 237, and Lot 240 through 254 inclusive, all in Phase 2. The Fence Easement shown on the Common Area adjacent to Lot 254 is intended to be a Side Yard Easement as defined in the Declaration.

6. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.2, is hereby amended and modified to provide as follows:

**13.5.1.3.1.2** The following Lots are burdened but not benefited by Side Yard Easements: Lots 130, 153, and 167, inclusive, all in Phase 1 ; and Lot 236 in Phase 2.

7. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.3, is hereby amended and modified to provide as follows:

**13.5.1.3.1.3** The following Lots are benefited but not burdened by Side Yard Easements: Lots 110, 121, 144, 152, and 166, all in Phase 1; and Lots 238 and 239 in Phase 2.

8. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements.

Article 13.5, Reciprocal Easements, Section 13.5.1, Side Yard Easements, Subsection, 13.5.1.3, Lots affected by the Side Yard Easement, Sub-Subsection 13.5.1.3.4, is hereby amended and modified to provide as follows:

**13.5.1.3.1.4** The following Lots are neither benefited nor burdened by Side Yard Easements: Lots 1 through 109, inclusive and 179 through 246, inclusive, all in Phase 1; and Lots 1 through 206 inclusive, and Lots 255 through 284, inclusive, all in Phase 2.

9. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements.

Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements, Subsection, 13.5.2.3, Lots affected by Driveway Easement, Sub-Subsection 13.5.2.3.1, is hereby amended and modified to provide as follows:

**13.5.2.3.1** The following Lots are both burdened and benefited by Driveway Easements: Lots 111 through 119, inclusive, 122 through 129, inclusive, 131 through 143, inclusive, 145 through 151, inclusive, 153 through 165, inclusive and 168 through 177, inclusive, all in Phase 1; and Lots 207 through 235, inclusive, Lots 237 through 253, inclusive, all in Phase 2.

10. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements.

Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements, Subsection, 13.5.2.3, Lots affected by Driveway Easement, Sub-Subsection 13.5.2.3.3, is hereby amended and modified to provide as follows:

**13.5.2.3.3** The following Lots are benefited but not burdened by Driveway Easements: Lots 120, 130, 153, and 167 in Phase 1; and Lots 236 and 254 in Phase 2.

11. Amendment to Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements.

Article 13.5, Reciprocal Easements, Section 13.5.2, Driveway Easements, Subsection, 13.5.2.3, Lots affected by Driveway Easement, Sub-Subsection 13.5.2.3.4, is hereby amended and modified to provide as follows:

**13.5.2.3.4** The following Lots are neither benefited nor burdened by Driveway Easements: Lots 1 through 109, inclusive and 179 through 246, inclusive, all in Phase 1; and Lots 1 through 206 inclusive, and Lots 255 through 284, inclusive, all in Phase 2.

13. Covenant Running with Traditions at Winter Haven Neighborhood. This First Amendment is a covenant running with the Traditions at Winter Haven Neighborhood and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this First Amendment.

IN WITNESS WHEREOF, the undersigned being Developer and under the Declaration, has hereunto set its hand and seal this 3<sup>rd</sup> day of May, 2007

Witnesses:

"Ruby Lake"

**RUBY LAKE DEVELOPMENT, LLC**  
a Florida limited liability company

BY ITS MANAGER:

**SMD DEVELOPMENT, INC.**  
a Florida corporation

Witness Signature: Sandi J. Kracht  
Print Witness Name: Sandi S. Kracht

By: [Signature]  
**Steven M. Dill**

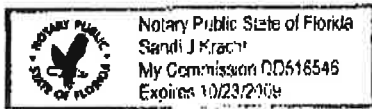
As its: President

Witness Signature: Cydia G. Burt  
Print Witness Name: Cydia G. Burt

(Corporate Seal)

**STATE OF FLORIDA**  
**COUNTY OF** Orange

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of May, 2007, by **Steven M. Dill** as President of **SMD Development, Inc.**, a Florida corporation, as the **Manager** of **Ruby Lake Development, LLC**, a Florida limited liability company, who () is personally known to me or () produced a driver's license as identification.



[Signature]  
**NOTARY PUBLIC**  
Print Name:  
My Commission Expires:  
Commission #:

JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Second Amendment to Declaration for Traditions at Winter Haven (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of May, 2007

WITNESSES:

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Lydia G Burt
Print Name: Lydia G Burt

By: Tony M. Bengtson
Name: Tony M. Bengtson
Title: President

Sandi J. Kracht
Print Name: Sandi J. Kracht

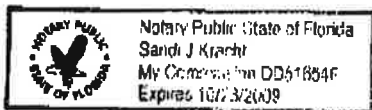
{SEAL}

STATE OF FLORIDA )
COUNTY OF Orange ) SS.:

The foregoing instrument was acknowledged before me this 3rd day of May, 2007 by Tony M. Bengtson as President of Traditions At Winter Haven Homeowners Association, Inc., a Florida not-for-profit corporation, who is personally known to me or produced as identification on behalf of the corporation.

My commission expires:

Sandi J. Kracht
NOTARY PUBLIC, State of Florida at Large
Print Name: Sandi J. Kracht



**EXHIBIT A**

**PROPERTY DESCRIPTION**

All of the property shown on TRADITIONS PHASE 2, according to the Plat thereof, as recorded in Plat Book 141 at Page 37 of the Public Records of Polk County, Florida.

**PREPARED BY AND RETURN TO:**

Michael A. Ryan, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Orlando, FL 32801-2028  
(407) 843-4600

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

**THIRD AMENDMENT TO  
DECLARATION FOR TRADITIONS AT WINTER HAVEN**

THIS THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (this "**Third Amendment**") is made by REDUS FL PROPERTIES, LLC, a Delaware limited liability company (the "**Developer**") and joined in by the TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

**RECITALS**

A. By virtue of the Assignment of Developer's Rights, recorded in OR Book 8847, Page 908, Public Records of Polk County, Florida, Redus FL Properties, LLC, a Delaware limited liability company has succeeded to the rights of the "Developer" under that certain Declaration for Traditions at Winter Haven, recorded in OR Book 6425, Page 1030, Public Records of Polk County, Florida (the "**Original Declaration**"), as amended by the First Amendment to Declaration for Traditions at Winter Haven, recorded in OR Book 7101, Page 363, Public Records of Polk County, Florida (the "**First Amendment**") and by that certain Second Amendment Declaration for Traditions at Winter Haven, recorded in OR Book 7278, Page 1890, Public Records of Polk County, Florida (the "**Second Amendment**"). The Original Declaration, together with the First Amendment and Second Amendment shall be referred to as the "**Declaration**."

B. Section 4.3 of the Declaration provides that prior to the Turnover Date, Developer shall have the right to amend the Declaration without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not occurred and the Developer desires to amend the Declaration in the manner and for the purposes set forth below.

NOW THEREFORE, Developer hereby declares that every portion of TRADITIONS AT WINTER HAVEN is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Words in the following text which are lined through (——) indicate deletions from the present text; words in the text which are **double-underlined** indicate additions to the present text. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration, except as amended hereby. In the event that there is a conflict between this

0001010\156832\1530384v4

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Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

2. "Club Owner," as defined in Section 2 of the Declaration, is hereby amended as follows:

"Club Owner" shall mean the owner of the Club, its successors and assigns. Presently, the Club Owner is ~~Ruby Lake Lennar Homes, LLC, a Florida limited liability company ("Lennar").~~

3. Section 4.1 of the Declaration is hereby amended as follows:

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, or Club Owner unless such amendment receives the prior written consent of Developer or Club Owner, as applicable, which consent may be withheld for any reason whatsoever. Further, no amendment to this Declaration shall be hereafter adopted which materially and adversely affects Lennar's ability to develop, sell, market, and construct those Lots and Homes which are owned by Lennar; provided however that (i) any amendment adopted shall be effective and enforceable, whether or not claimed by Lennar to have a material and adverse effect, unless and until a Court of competent jurisdiction determines that the amendment violates the restriction set forth in this sentence, and (ii) an amendment which provides for rights, privileges or benefits to a Builder other than Lennar shall not be deemed to have a material and adverse effect on Lennar merely because Lennar is not similarly benefitted. 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. All amendments must comply with Section 10.10.2 which benefits the SWFWMD. No amendment shall be effective until it is recorded in the Public Records. The foregoing restrictions shall not apply to any amendment which effects a withdrawal of all or any portion of the Phase 3 Property as described in Section 5.3 below.

4. Section 5.3 of the Declaration is hereby amended by the addition and inclusion at the end of said Section 5.3 of the following language:

Without limiting the foregoing, Developer may unilaterally record in the Public Records of Polk County, Florida, from time to time, an amendment to this Declaration withdrawing from the provisions and applicability of the Club Plan all or any portion of the Phase 3 Property as more particularly described in Exhibit 5.3 (the "Phase 3 Release"). Developer may file the Phase 3 Release at any time, so long as Developer simultaneously records a restriction in the Public Records of Polk County, Florida, which restricts for the benefit of the Club Owner the development of any single-family housing on the portion of the Phase 3 Property described in the Phase 3 Release (the "Restriction"), which Restriction shall automatically terminate by its terms on the





twentieth (20<sup>th</sup>) anniversary of the date such Restriction is recorded among the Public Records of Polk County, Florida. The Restriction shall be specifically enforceable by the Club Owner and may be released or modified from time to time by the Club Owner and owner of the Phase 3 Property. Developer will deliver to Club Owner a copy of each recorded Phase 3 Release and Restriction within fifteen (15) days after recordation. Upon recordation of a Phase 3 Release and Restriction as described in this Section 5.3, the portion of the Phase 3 Property that is described in the Phase 3 Release and Restriction shall be released from and no longer subject to the Club Plan nor to any of its obligations, nor entitled to the benefits of the Club Plan. Notwithstanding the foregoing to the contrary, if ever an owner of the Phase 3 Property or any portion thereof determines that it wishes the Restriction to be released so that it may develop single family houses on all or any portion of Phase 3 Property, the Club Owner will execute and deliver to a requesting owner a release of the Restriction as to the area requested by such owner, in recordable form and without condition (the "Restriction Release"), provided that (a) such owner executes and delivers to the Club Owner a recordable instrument, in recordable form, that operates to reinstate and reimpose the Club Plan as to the area requested to be released (the "Reinstatement Document"), and (b) such owner delivers to the Club Owner a recordable joinder in the Reinstatement Document that is executed by the holder of each mortgage or lien encumbering the area which is to be released, and (c) such owner delivers to the Club Owner both an affidavit of the owner and a title report from a national title company evidencing that the owner is the owner of the area to be released free and clear of all mortgages and liens other than those whose joinders are attached to the Reinstatement Document. The Club Owner will deliver the Restriction Release within fifteen (15) days after the owner has delivered to Club Owner (or to Club Owner's attorney in escrow) all of the items required in the preceding clauses a, b and c.

5. Section 7.3 of the Declaration is hereby amended as follows:

7.3 **Membership.** Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner (or his or her Lessee, if applicable) shall become a member of Association. In addition to the foregoing, upon acceptance of title to a Lot or Home, each Builder shall be a member of the Association with respect to each Lot or Home. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home, except that for Builders, Membership shall be an appurtenance to and may not be separated from the ownership of a Home or Lot. Club Owner and Developer shall each be a member of Association as set forth herein and in the By-Laws.

6. Section 14 of the Declaration is hereby amended by the addition and inclusion at the end of said Section 14 of the following language:

Notwithstanding anything in this Declaration or the Club Plan to the contrary, including any statement in the Club Plan that may be interpreted to be in conflict with the following provisions of this Section 14:

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(a) The Club Plan as attached to this Declaration and as separately recorded shall not require, and without Developer's express written consent shall never be amended to require, that Developer or any Builder or Owner that is a successor in title to Developer pay Club Membership Fees, as that term is described in the Club Plan, or any other periodic or special fees or charges under the Club Plan, that are greater than the Club Membership Fees, periodic or special fees or charges charged to other Owners. Developer and any successor Builder and Owner shall have the right to object and to refuse to pay, any fee or charge that is greater than a fee or charge that any other Owner is required to pay under the Club Plan.

(b) Upon demand, Club Owner will deliver to Developer a certificate confirming the amount of Club Membership Fees and other fees and charges, assessed against each Owner that is subject to the Club Plan.

(c) The First Amendment to the Club Plan, which purported to impose an increased amount of Club Membership Fee on certain lots and not on others, is null and void and of no further force or effect.

(d) No other amendment to the Club Plan shall be adopted, nor any rules or regulations under the Club Plan implemented, which is discriminatory against the Developer or any Builder or Owner that is a successor in title to Developer.

7. Section 15.11 of the Declaration is hereby amended as follows:

15.11 Initial Capital Contribution. The first Owner of each Home, at the time of closing of the conveyance from Builder to the home purchaser, shall pay to Developer an initial capital contribution in the amount equal to four (4) months' Assessments (the "Initial Capital Contribution"). The funds derived from the Initial Capital Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. ~~Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.~~

8. The By-Laws attached as Exhibit 3 to the Declaration are hereby amended as set forth in Schedule A attached hereto.

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

10. This Third Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Polk County, Florida.

[Signatures on the Following Page]

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

WITNESSES:

“DEVELOPER”

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

Jill Sant  
Print Name: Jill Sant  
Susan G. Moore  
Print Name: Susan G. Moore

By: [Signature]  
Name: NICK SARTORI  
Title: VICE PRESIDENT  
Date: 10/1/13

[Company Seal]

STATE OF Florida )  
COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 1 day of October, 2013, by Nick Sartori, as Vice President of REDUS FL PROPERTIES, LLC, a Delaware limited liability company. He/She [is personally known to me] [has produced \_\_\_\_\_ as identification].

My commission expires:

Susan G. Moore  
NOTARY PUBLIC, State of Florida at Large  
Print Name: SUBAN G. MOORE  
Notary Public, State of Florida  
My Comm. Expires Jan. 26, 2015  
Commission No. EE 39844

EXHIBIT 5.3 · Legal Description of Phase 3 Property

LEGAL DESCRIPTION:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, being in Sections 13 & 24, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Begin at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence S 88°52'50" W along said plat boundary a distance of 1332.38 feet; thence S 88°52'47" W along said plat boundary a distance of 896.52 feet; thence S 88°52'49" W along said plat boundary a distance of 1227.44 feet; thence southwesterly along the water's edge of Hart Lake and said plat boundary a distance of 680 feet, more or less, (having a closing bearing of S 60°13'10" W a distance of 809.84 feet) to the southwest corner of said plat of Traditions Phase 1; thence N 00°41'00" W along said plat boundary a distance of 292.41 feet; thence N 00°04'59" W along said plat boundary a distance of 1266.42 feet to the south right of way of Coon Lake Road as recorded in Official Records Book 7743, page 2259 of the public records of Polk County, Florida; thence S 89°56'41" E along said right of way a distance of 727.93 feet; thence S 00°03'19" W along said right of way line a distance of 20.00 feet; thence S 89°56'41" E along said right of way line and the easterly extension of said south right of way line a distance of 871.18 feet to the intersection with the SWFWMD Jurisdictional Wetland line as shown on said plat of Traditions Phase 1; thence along said wetland line for the following 27 courses: (1) N 20°47'46" E a distance of 18.23 feet; (2) N 23°08'58" E a distance of 30.57 feet; (3) N 40°22'35" E a distance of 30.78 feet; (4) N 51°27'06" E a distance of 36.89 feet; (5) N 58°19'54" E a distance of 31.45 feet; (6) N 08°36'33" E a distance of 16.14 feet; (7) N 41°09'40" E a distance of 13.90 feet; (8) N 57°03'02" E a distance of 14.33 feet; (9) S 81°51'50" E a distance of 29.52 feet; (10) S 82°59'25" E a distance of 28.14 feet; (11) N 05°17'46" W a distance of 33.02 feet; (12) N 72°01'30" E a distance of 30.45 feet; (13) N 42°53'16" E a distance of 29.63 feet; (14) N 22°20'55" W a distance of 18.34 feet; (15) N 74°33'39" W a distance of 23.17 feet; (16) N 30°50'01" E a distance of 31.79 feet; (17) N 03°17'53" E a distance of 35.31 feet; (18) S 52°03'51" E a distance of 27.61 feet; (19) S 44°12'12" E a distance of 40.08 feet; (20) S 13°12'38" E a distance of 43.66 feet; (21) S 02°04'19" W a distance of 17.33 feet; (22) S 24°27'06" E a distance of 57.84 feet; (23) S 02°04'19" W a distance of 27.94 feet; (24) S 20°10'28" E a distance of 55.97 feet; (25) S 00°35'57" W a distance of 68.20 feet; (26) S 18°14'52" E a distance of 79.80 feet; (27) S 08°22'14" E a distance of 62.67 feet; thence N 89°50'59" E a distance of 708.66 feet to a point on the plat boundary of said Traditions Phase 1; thence S 00°04'27" E along said plat boundary a distance of 570.02 feet; thence N 89°51'36" E along said plat boundary a distance of 600.18 feet; thence N 00°10'20" E along said plat boundary a distance of 53.26 feet; thence N 89°51'36" E along said plat boundary a distance of 731.71 feet; thence S 00°04'45" E along said plat boundary a distance of 498.28 feet to the Point of Beginning.

LESS AND EXCEPT:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, being in Section 13, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence S 88°52'50" W, along the south boundary of said plat, a distance of 604.16 feet to the intersection with the SWFWMD Jurisdictional Wetland line as shown on said plat of Traditions Phase 1 and the Point of Beginning; thence continue S 88°52'50" W, along said south plat boundary, a distance of 718.90 feet to the intersection with said SWFWMD Jurisdictional Wetland line; thence along said SWFWMD Jurisdictional Wetland line the following eleven (11) courses: (1) N 00°17'30" W, a distance of 108.37 feet; (2) N 28°52'50" E, a distance of 154.89 feet to the beginning of a curve concave to the southeast having a radius of 65.00 feet; (3) Northeastly along said curve to the right through a central angle of 60°00'00", an arc distance of 68.08 feet (CH=65.00 feet, CB=N 58°52'50" E); (4) N 88°52'50" E, a distance of 31.18 feet; (5) N 28°52'50" E, a distance of 115.46 feet; (6) N 88°52'50" E, a distance of 258.72 feet to the beginning of a concave to the south having a radius of 484.97 feet; (7) Easterly along said curve to the right through a central angle of 14°06'39", an arc distance of 114.51 feet (CH=114.22 feet, CB=S 84°03'51" E) to a point of reverse curvature of a curve concave to the north having a radius of 534.97 feet; (8) Easterly along said curve to the left through a central angle of 07°11'27", an arc distance of 67.14 feet (CH=67.10 feet, CB=S 80°36'15" E) to a point of reverse curvature of a curve concave to the southwest having a radius of 20.00 feet; (9) Southeastly along said curve to the right through a central angle of 84°12'30", an arc distance of 29.39 feet (CH=26.82 feet, CB=S 42°05'44" E); (10) S 00°00'31" W, a distance of 76.84 feet; (11) S 10°16'35" E, a distance of 254.90 feet to the Point of Beginning.

Contains 85.21 Acres

TOGETHER WITH:

A portion of the Plat of Traditions Phase 1 as recorded in Plat Book 131, pages 47-54 of the public records of Polk County, Florida, being in Section 13, Township 29 South, Range 26 East, Polk County, Florida, described as follows:

Commence at the southeast corner of said Section 13 also being the southeast corner of the plat boundary of said Traditions Phase 1; thence N 00°04'45" W along the east plat boundary of said Traditions Phase 1 a distance of 498.28 feet to the northeasterly corner of Tract BB of said Traditions Phase 1; thence N 00°09'58" E a distance of 29.95 feet to the southeasterly corner of Tract AA of said Traditions Phase 1 and the Point of Beginning; thence along the plat boundary of said Traditions Phase 1 the following two (2) courses: (1) S 89°51'00" W, a distance of 732.02 feet; (2) N 00°03'42" W, a distance of 292.38 feet to the westerly extension of the north line of Tract CC of said Traditions Phase 1; thence N 89°56'18" E, along said westerly extension and the North line of said Tract CC, a distance of 220.95 feet to the westerly line of Utility Easement B of said Traditions Phase 1 and a non-tangent curve concave westerly and having a radius of 320.00 feet; thence along said westerly line of Utility Easement B the following two (2) courses: (1) Northwestly along said curve to the left through a central angle of 02°06'10", an arc distance of 11.74 feet (CH=11.74 feet, CB=N 14°12'54" W) to a point of reverse curvature of a curve concave easterly and having a radius of 1030.00 feet; (2) along said curve to the right through a central angle of 28°06'04", an arc distance of 505.17 feet (CH=500.12 feet, CB=N 01°12'57" W) to the northwestly extension of the south line of the plat of Traditions Phase 2 as recorded in Plat Book 141, Pages 37-40 of the public records of Polk County, Florida; thence along said westerly extension and said south line of the plat of Traditions Phase 2 the following six (6) courses: (1) S 77°09'55" E, a distance of 50.00 feet; (2) N 88°19'51" E, a distance of 298.77 feet; (3) S 80°09'30" E, a distance of 40.00 feet to a non tangent curve concave northwestly having a radius of 850.00 feet; (4) northerly along said curve to the left through a central angle of 00°44'02", an arc distance of 10.89 feet (CH=10.89 feet, CB=N 09°28'29" E); (5) S 80°53'32" E, a distance of 100.00 feet; (6) S 87°11'02" E, a distance of 23.78 feet; thence along the plat boundary of said Traditions Phase 1 the following five (5) courses, (1) S 02°41'40" W, a distance of 68.05 feet; (2) S 00°23'50" E, a distance of 100.00 feet; (3) N 89°54'41" E, a distance of 15.33 feet; (4) S 00°05'19" E, a distance of 131.59 feet; (5) S 00°05'19" E, a distance of 487.05 feet to the Point of Beginning.

Contains 11.08 Acres.

EXH. 5.3 - page 1 of 3

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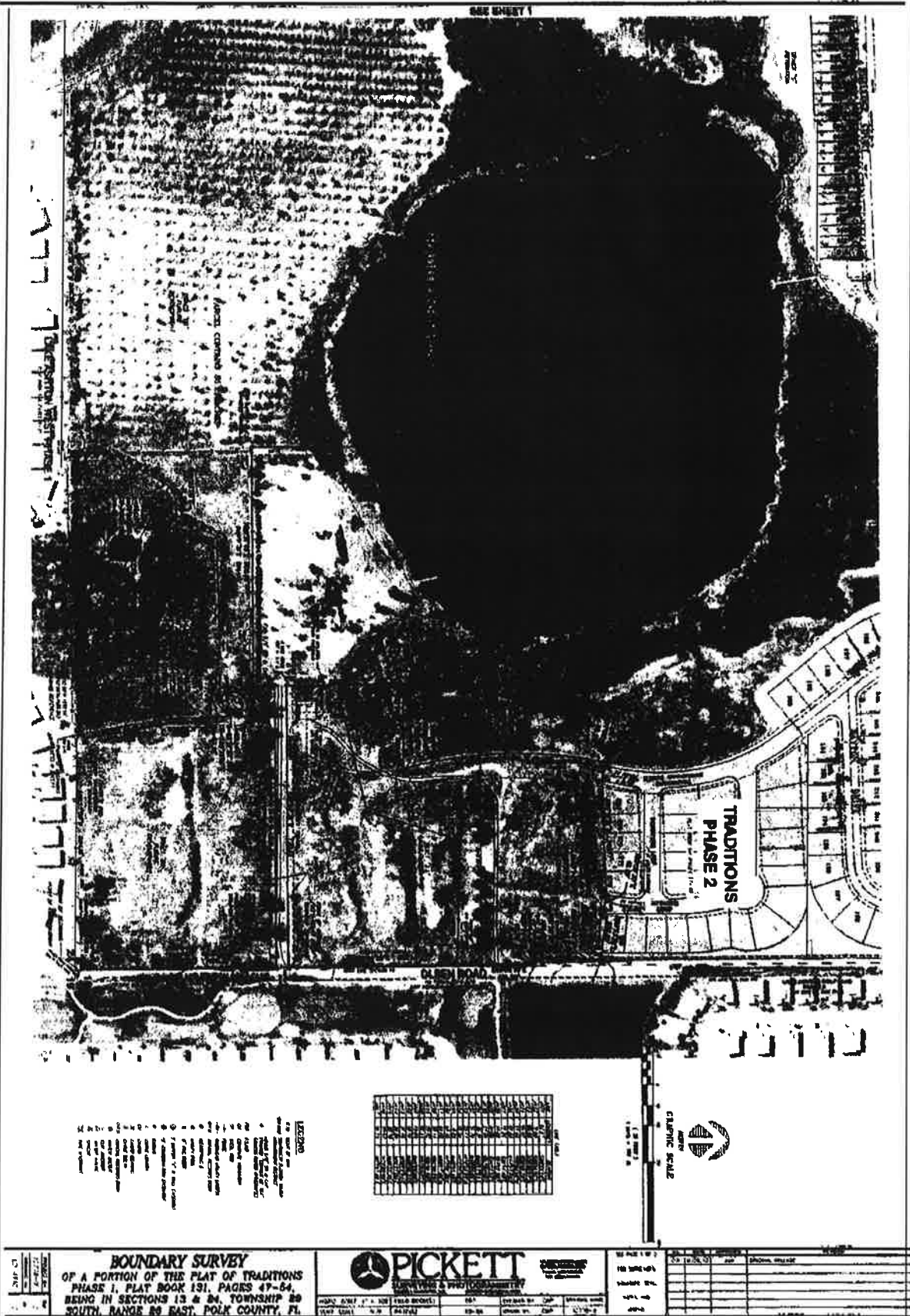


EXHIBIT 5.3, page 3 of 3

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Exhibit A

FIRST AMENDMENT TO BY-LAWS OF  
TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

This FIRST AMENDMENT TO BYLAWS OF TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida (this "First Amendment to By-Laws") is made this 1 day of October, 2013 by REDUS FL PROPERTIES, LLC, a Delaware limited liability company ("Developer").

RECITALS

A. That certain Declaration for Traditions at Winter Haven was recorded in OR Book 6425, Page 1030 of the Public Records of Polk County, Florida (the "Declaration"), which contains the By-Laws of Traditions at Winter Haven Homeowners Association, Inc. (the "By-Laws") as Exhibit 3.

B. Subsection 14.2 of the By-Laws permits Developer to amend the By-Laws prior to the Turnover Date (as defined in the Declaration) without the joinder or consent of any person or entity whatsoever.

C. As of the date of this First Amendment to By-Laws, the Turnover Date has not yet occurred.

D. Developer desires to amend the By-Laws as set forth herein.

NOW THEREFORE, Developer hereby amends the By-Laws and every portion of Traditions at Winter Haven is to be held, transferred, sold, conveyed, used and occupied subject to this First Amendment to By-Laws.

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

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment to By-Laws. All initially capitalized terms not defined herein shall have the meanings set forth in the By-Laws.

2. In the event that there is a conflict between this First Amendment to By-Laws and the By-Laws, this First Amendment to By-Laws shall control. Whenever possible, this First Amendment to By-Laws and the By-Laws shall be construed as a single document. Except as modified hereby, the By-Laws shall remain in full force and effect.

3. Section 4.1 of the By-Laws is hereby amended as follows:

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4.1 Voting Interests. Each Owner, Builder, and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home (except that for Builders and Developer, Membership shall be an appurtenance to, and may not be separated from, the ownership of a Home or Lot). For Owners, There there shall be one vote appurtenant to each Home. For Builders, there shall be one vote appurtenant to each Home or Lot owned by such Builder. For Developer, there shall be five (5) votes appurtenant to each Lot or Home owned by Developer. For the purposes of determining who may exercise the Voting Interest associated with each Home or Lot, the following rules shall govern (including where such rules refer solely to Homes):

4. This First Amendment to By-Laws shall be a covenant running with Traditions at Winter Haven and all Members shall be bound thereby.

**WITNESSES:**

**"DEVELOPER"**

REDUS FL PROPERTIES, LLC, a Delaware limited liability company

Jill Sant  
 Print Name: Jill Sant

Susan G. Moore  
 Print Name: Susan G. Moore

By: [Signature]  
 Name: Nick Sartori  
 Title: Vice President  
 Date: 10-1-13

[Company Seal]

STATE OF Duval )  
 COUNTY OF Florida )

The foregoing instrument was acknowledged before me, this 1 day of October, 2013, by Nick Sartori, as Vice President of REDUS FL, PROPERTIES, LLC, a Delaware limited liability company. He/She [is personally known to me] [has produced \_\_\_\_\_ as identification].

My commission expires:

Susan G. Moore  
 NOTARY PUBLIC, State of Florida at Large  
 Print Name: SUSAN G. MOORE  
 Notary Public, State of Florida  
 My Comm. Expires Jan. 28, 2015  
 Commission No. EE 39844



JOINDER

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC.

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") does hereby join in the THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the "Third Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Third Amendment and does not affect the validity of the Third Amendment as the Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1 day of October, 2013.

WITNESSES:

[Signature]

Print Name: Ronald K. Call

[Signature]

Print Name: Susan G. Moore

TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: [Signature]

Name: Nick Sartori

Title: President

{CORPORATE SEAL}

STATE OF FLORIDA )
COUNTY OF Duval )

The foregoing instrument was acknowledged before me this 1 day of October, 2013, by Nick Sartori, as Vice President of TRADITIONS AT WINTER HAVEN HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced [Signature] as identification.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: SUSAN G. MOORE
Notary Public, State of Florida
My Comm. Expires Jan. 26, 2015
Commission No. EE 39844

JOINDER

LENNAR HOMES, LLC

Lennar Homes, LLC, a Florida limited liability company ("Lennar") does hereby join in the THIRD AMENDMENT TO DECLARATION FOR TRADITIONS AT WINTER HAVEN (the "Third Amendment"), to which this Joinder is attached, and agrees that the terms thereof are and shall be binding upon the undersigned and its successors in title, both in its capacity as the Club Owner and as a Builder. Lennar agrees that this joinder is for the purpose of evidencing Lennar's acceptance of and agreement to the rights and obligations provided in the Third Amendment, and the changes affecting the Club Plan and Builders, and does not affect the validity of the Third Amendment as Lennar has no right to approve the Third Amendment.

"LENNAR"

Signed, sealed and delivered in the presence of the following witnesses:

LENNAR HOMES, LLC, a Florida limited liability company

Sandy Hoffmann  
Signature of Witness  
SANDY HOFFMAN  
Printed Name of Witness

By: [Signature]  
Name: JIM BAVOUSET  
Title: V.P.

[Signature]  
Signature of Witness  
FRANCES KEDERMANN  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 1 day of October, 2013 by Jim Bavouset, as VP of LENNAR HOMES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

[Signature]  
Notary Public Signature



(Name typed, printed or stamped)  
Notary Public, State of FL  
Commission No.: EE 212769  
My Commission Expires: 6/28/16