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IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR LAKE COUNTY, FLORIDA

KINGS RIDGE COMMUNITY
ASSOCIATION, INC.; SEYMOUR
HOLZMAN; MAYNARD L. TIRRELL;
ROY B. GORDON; WILLIAM CAMPBELL;
ROBERT A. FOWLER; DONALD L. POLK;
HOWARD W. RANDALL; DONALD W.
SANTEE; and MARQUETTE L. FLOYD,

CASE NO. 05-CA-2718

CLASS REPRESENTATION

Plaintiffs,

vs.

LENNAR LAND PARTNERS; LENNAR
HOMES, INC.; LENNAR LAND PARTNERS
SUB, INC.; LNR LAND PARTNERS SUB
INC.; KINGS RIDGE, L.L.C.; E. BING HACKER;
MORTGAGE ADVISORS, INC.; J. FRANK
SURFACE, JR.; JOHN DOE DEFENDANTS;
and UNKNOWN CO-CONSPIRATORS,

Defendants.

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CLERK OF CIRCUIT
AND COUNTY COURT
LAKE COUNTY
FLORIDA

AMENDED COMPLAINT

Plaintiffs, KINGS RIDGE COMMUNITY ASSOCIATION, INC., SEYMOUR HOLZMAN, MAYNARD L. TIRRELL, ROY B. GORDON, WILLIAM CAMPBELL, ROBERT A. FOWLER, DONALD L. POLK, HOWARD W. RANDALL, DONALD W. SANTEE, and MARQUETTE L. FLOYD (collectively, "Plaintiffs"), hereby sue the Defendants, LENNAR LAND PARTNERS, LENNAR HOMES, INC., LENNAR LAND PARTNERS SUB, INC., LNR LAND PARTNERS SUB, INC., KINGS RIDGE, L.L.C., E. BING HACKER, MORTGAGE ADVISORS, INC., J. FRANK SURFACE, JR., JOHN DOE DEFENDANTS, and UNKNOWN CO-CONSPIRATORS (collectively, "Defendants"), and allege as follows:

Statement of the Case

1. This is a complaint arising out of the actions of the former and current owners, developers, officers, and principals of certain real property in an adult-living community in Clermont, Florida, called Kings Ridge. These Defendants interfered with the rights of the neighborhood

association and resident homeowners of the community by secretly transferring such property without granting the association or residents their right of first refusal to purchase the property.

FACTUAL ALLEGATIONS

A. Parties, Jurisdiction, and Venue

2. This is an action for damages exceeding \$15,000, exclusive of interest, costs, expenses, and attorneys' fees and for equitable relief involving real property in Lake County.

3. Venue is appropriate in Lake County, Florida because it is where the causes of action alleged herein accrued and where certain real property that is at issue in this matter is located.

4. All conditions precedent to the filing of this Complaint have occurred, been waived, or have been performed.

5. The Plaintiffs have retained the law firm of Fassett, Anthony & Taylor, P.A. to represent them in this action and are obligated to pay a reasonable fee for those services.

6. Plaintiff, Kings Ridge Community Association, Inc. ("Association"), is a Florida corporation and is the master homeowners' association for the Kings Ridge Community in Clermont, Florida, which is an adult community for residents 55 and older (hereafter "Community").

7. Plaintiffs, Seymour Holzman, Maynard L. Tirrell, Roy B. Gordon, William Campbell, Robert A. Fowler, Donald L. Polk, Howard W. Randall, Donald W. Santee, and Marquette L. Floyd, are homeowners in the Community and are all members of the Association (collectively "Homeowners").

8. Defendant, Lennar Land Partners ("Lennar Partners"), is a Florida general partnership which previously held title to the real estate and facilities which is the subject of this lawsuit, which real estate is commonly referred to as the Kings Ridge Recreation Club or the Royal Club ("Club Property").

9. Defendants, Lennar Land Partners Sub, Inc. (Lennar Sub") and LNR Land Partners Sub, Inc. ("LNR Sub"), are both Delaware corporations doing business in Florida and are the sole partners of Lennar Partners.

10. Defendant, Lennar Homes, Inc. (hereafter "Developer"), is the original developer of the Community and the original owner of the Club Property.

11. Defendant, Kings Ridge, L.L.C. ("Kings Ridge"), is a Florida limited liability company and is the current title owner of the Club Property. King's Ridge was incorporated on or about May 24, 2000, for the purpose of acquiring the Club Property.

12. Defendant, E. Bing Hacker ("Hacker"), at all material times in the years 2000 and 2001, was the President of the Association and was also President of the various individual neighborhood associations within the Community. In addition, at the same time, Hacker was the Vice President of the Developer.

13. Defendant, Mortgage Advisors, Inc. ("Advisors"), is a Florida corporation which is the sole Member-Manager of Kings Ridge and therefore, together with Kings Ridge, controls the Club Property.

14. Defendant, J. Frank Surface, Jr., also known as Frank Surface ("Surface"), is the President of King's Ridge and is also the President of Advisors.

15. John Doe Defendants and the Unknown Co-Conspirators have knowingly engaged in tortious acts within Lake County to the detriment of the Plaintiffs and/or have knowingly conspired with and assisted other Defendants herein in committing tortious acts against the Plaintiffs.

B. The Community Declaration

16. In the mid 1990s, Developer began planning and developing the Community as an upscale retirement community in Lake County that would include available amenities for the use and enjoyment of future homeowners who would elect to become members of the King's Ridge Recreation Club (the "Club") which would include among other things, a club house, tennis courts, a spa facility, and swimming pools. The Community was to be developed in phases and include several different neighborhoods, each with its own neighborhood association which would become members of the Association as the master neighborhood association.

17. In connection with the planned development, on February 16, 1996, a Community Declaration of Restrictive Covenants was recorded in the official records of Lake County, Florida, at Book 1417, Page 225 (hereafter "Declaration"). A true and correct copy of the Declaration as recorded is attached hereto as Exhibit 1.

18. The Declaration was entered into and recorded by Developer, the Declarant and owner, the Developer's affiliate, Kings Ridge Recreation Corporation, as the co-owner of the Club ("Recreation Corp."), and finally, the Association, as the beneficiary and master neighborhood association.

19. The legal description of the Club Property as stated in Exhibit A-2 of the Declaration is as follows:

A portion of Tract "B" of DEVONSHIRE AT KINGS RIDGE as recorded in Plat Book 37, Pages 29 through 31 of the Public Records of Lake County, Florida, and a portion of Section 4, Township 23 South, Range 26 East, Lake County, Florida, described as follows: Commence at the Northeast corner of aforesaid Section 4; thence along the North line of the Northeast ¼ of Section 4 run N89°47'11"W for 2650.18 feet to the North ¼ corner of Section 4; thence S22°57'45"W for 2618.13 feet; thence S00°41'53"W for 565.97 feet; thence N89°49'14"W for 582.49 feet to the POINT OF BEGINNING; thence continue N89°49'14"W for 770.28 feet; thence S24°33'22"E for 832.47 feet to a point on a curve concave southeasterly and having a radius of 550.00 feet to which a radial line bears N31°35'07"W; thence northeasterly 213.29 feet along the arc thereof through a central angle of 22°13'11" to the end of said curve; thence N80°38'04"E for 226.69 feet; thence N00°11'06"E for 643.73 feet to the Point of Beginning.

20. According to the Declaration, at the time it was recorded, Developer and Recreation Corp. (collectively "Club Owners") jointly owned the Club Property which included the Club itself, the real estate, and the Club's facilities located within the Community. Also, at that time, the Developer was the sole title owner of the Club Property.

21. Article I, Section 19 of the Declaration incorporates the definition and scope of the Declaration as follows:

"Community Declaration". This Declaration. This Community Declaration shall be recorded and is in the nature of covenants running with the Land which subjects the Land comprising the Community to the jurisdiction and control of the Community Association in which the Owners of Parcels must be members. (Page 4).

22. Further, Article VI of the Declaration, as drafted by Developer, is a ten page section titled "THE CLUB," which details the intentions of the Developer to construct various clubhouse facilities and other amenities to become an integral part of the marketing and promotion of the Community. Specifically, Section 24 of Article VI states that the Club Owners shall be subject to certain laws governing the right of the Association and the members of the Club ("Club Members") to purchase the Club Property as follows:

Section 24. Right to Acquire. Although the Club arrangement is not a lease of recreation facilities, the Club Owner grants to the Club Members the rights to acquire the Club Facilities pursuant to the provisions of F.S. 617.31 as it exists as of the date hereof. (Pages 17-27).

23. Florida Statutes § 617.31 was later renumbered as § 720.31, effective July 1, 2000, when Florida Statutes Chapter 720 related to Homeowners Associations was revised. The language of the statute as it existed in 1996 and as renumbered in 2000, includes the following right to acquire:

Recreational leaseholds; right to acquire; escalation clauses

(1) Any lease of recreational or other commonly used facilities serving a community, which lease is entered into by the association or its members before control of the homeowners' association is turned over to the members other than the developer, must provide as follows:

(a) That the facilities may **not** be offered for sale unless the homeowners' association has the option to purchase the facilities, provided the homeowners' association meets the price and terms and conditions of the facility owner by executing a contract with the facility owner within 90 days, unless agreed to otherwise, from the date of mailing of the notice by the facility owner to the homeowners' association. *If the facility owner offers the facilities for sale, he or she **shall** notify the homeowners' association in writing stating the price and the terms and conditions of sale.*

(b) If a contract between the facility owner and the association is not executed within such 90-day period, unless extended by mutual agreement, then, unless the facility owner thereafter elects to offer the facilities at a price lower than the price specified in his or her notice to the homeowners' association, he or she has no further obligations under this subsection, and his or her only obligation shall be as set forth in subsection (2).

(c) If the facility owner thereafter elects to offer the facilities at a price lower than the price specified in his or her notice to the homeowners' association, the homeowners' association will have an additional 10 days to meet the price and terms and conditions of the facility owner by executing a contract.

24. Sections 617.31 and 720.31 also imposed other obligations upon the Club Owners, including specific obligations of disclosure and implied obligations of good faith and fair dealing as follows:

(2) If a facility owner receives a bona fide offer to purchase the facilities that he or she intends to consider or make a counteroffer to, his or her only obligations *shall* be to notify the homeowners' association that he or she has received an offer, to *disclose the price and material terms* and conditions upon which he or she would consider selling the facilities, *and to consider any offer made by the homeowners' association*. The facility owner shall be under no obligation to sell to the homeowners' association or to interrupt or delay other negotiations, and he or she shall be free at any time to execute a contract for the sale of the facilities to a party or parties other than the homeowners' association.

25. As such, notwithstanding the fact that the Club Property was not being leased to the Association, the Declaration and applicable statutes required the Club Owners to offer the Association and/or Club Members the right of first refusal upon any offer made to sell the Club Property and further required the Club Owners to inform the Association and Club Members of any offer made to purchase the Club Property *and* to entertain an offer by the Association and/or Club Members to purchase the Club Property (hereafter collectively referred to as the "Right to Acquire").

26. After the Declaration was recorded, on or about October 31, 1997, the Club Owners transferred the Club Property to an affiliate, Lennar Partners, by executing and recording an Assignment of Declaration Rights, Warranty Deed, and a Fourth Amendment to the Declaration which noted that Lennar Partners was to become the owner of the Club, the Declarant of the Declaration, and be subject to the terms and conditions of the Declaration including the Right to Acquire provision.

C. Club Property is Sold

27. On or about August 30, 2000, Lennar Partners, as the owner of the Club Property, along with Recreation Corp., entered into an Acquisition and Operation Agreement ("Sale Agreement") with Kings Ridge for the purpose of selling the Club Property to Kings Ridge for \$8,488,594.

28. The next day, on August 31, 2000, Lennar Partners, executed a Special Warranty Deed in favor of Kings Ridge, purporting to transfer title to the Club Property, which included the Club and all of its facilities (the "Kings Ridge Deed"). A true and correct copy of the Kings Ridge Deed, as recorded in the Official Records of Lake County at Book 1868, Page 1345 on October 9, 2000, is attached as Exhibit 2.

29. At no time did Lennar Partners provide the Association or Club Members with the opportunity to exercise its right of first refusal to purchase the Club Property as required by Article VI, Section 24 of the Declaration and Florida Statutes § 617.31 and 720.31 and at no time did Lennar Partners inform the Association or Club Members of any offer to purchase the Club Property or to entertain an offer from the Association or Club Members.

30. Instead, Lennar Partners unilaterally executed a Sixth Amendment to Community Declaration of Restrictive Covenants Kings Ridge at Clermont ("Sixth Amendment") which related to and attempted to amend the Right to Acquire provision of the Declaration. This Sixth Amendment was executed on August 31, 2000 -- the same date that the Kings Ridge Deed was executed, however, the Sixth Amendment, although recorded on the same day (October 9, 2000), was not recorded until *after* the Kings Ridge Deed had been recorded. A true and correct copy of the Sixth Amendment as recorded in the Official Records of Lake County at Book 1868, Page 1357 on October 9, 2000, is attached as Exhibit 3.

31. The Sixth Amendment attempted to unilaterally postpone the Right to Acquire until the "Community Completion Date". The specific language in the Sixth Amendment attempts to change Section 24 of Article VI to read as follows:

Right to Acquire. Although the Club arrangement is not a lease of recreation facilities, the Club Owner grants to the Club Members the rights to acquire, *following the Community Completion Date*, the Club Facilities pursuant to the provisions of F.S. 617.31 as it exists as of the date of initial recording of the Declaration.

32. Article I, Section 18 of the original Declaration defines "Community Completion Date" as "The date upon which all Homesites in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners."

33. However, the Kings Ridge Deed, recorded prior to the Sixth Amendment, expressly refers to the Declaration as a "Permitted Exception" and therefore Kings Ridge took title subject to the original Section 24 and not the Section 24 as purportedly modified by the Sixth Amendment.

34. Moreover, at no time prior to the execution of the Sale Agreement or Kings Ridge Deed was the Right to Acquire provision of the Declaration amended in any manner. Thus, pursuant to the Declaration, at all times prior to the sale of the Club Property (and prior to the Kings Ridge Deed being recorded), Lennar Partners was required to provide the Association and/or Club Members with a right of first refusal and/or disclosure and offer rights.

35. Thereafter, on or about February 6, 2001, Lennar Partners, executed a second Special Warranty Deed in favor of Kings Ridge, which attached a different legal description and noted that its purpose was to correct an "error" in the legal description set forth on the previously recorded Kings Ridge Deed (the "Corrective Deed"). A true and correct copy of the Corrective Deed, as recorded in the Official Records of Lake County at Book 1945, Page 813 on May 10, 2001, is attached as Exhibit 4.

36. The Kings Ridge Deed and the Corrective Deed (collectively "Club Deeds") each set forth that the transfers were subject to those various "Permitted Exceptions" identified on the attachments to each of the Club Deeds, including the Declaration. Neither of the Club Deeds contained any reference to the Sixth Amendment as one of the "Permitted Exceptions."

37. Also on February 6, 2001, Lennar Partners executed a Seventh Amendment to Community Declaration of Restrictive Covenants Kings Ridge at Clermont ("Seventh

Amendment”) containing an “effective date” of August 30, 2000, which purports to unilaterally amend the legal description for the Club Property to match the description provided for in the Corrective Deed. A true and correct copy of the Seventh Amendment as recorded in the Official Records of Lake County at Book 1945, Page 823 on May 10, 2001, is attached as Exhibit 5.

38. The purpose of the Corrective Deed and Seventh Amendment was to exclude a portion of the Club Property from the legal description of the property sold to Kings Ridge and to allow Lennar Partners to retain a portion of the Club Property for itself. However, the Corrective Deed was recorded before the Seventh Amendment had been recorded and was thus, subject to the legal description contained in the original Declaration.

39. At no time prior to May 10, 2001, did Lennar Partners or Kings Ridge inform the Association or the Club Members about the Sale Agreement, the Kings Ridge Deed, the Corrective Deed, or the Sixth or Seventh Amendments. In fact, at no time prior to May 10, 2001, did Lennar Partners do any of the following:

- a. Notify the Association or the Club Members that it had offered the Club Property to Kings Ridge or had received an offer from Kings Ridge;
- b. Disclose to the Association or Club Members the price and material terms and conditions upon which it was selling the Club Property;
- c. Consider any offer made by the Association or Club Members to purchase the Club Property; or
- d. Provide the Association or Club Members any opportunity to make an offer for the Club Property.

40. The unilateral Sixth Amendment, if valid and enforceable, modified the timing of the Right to Acquire and postponed it to the Community Completion Date, which occurred on January 24, 2005. However, the offer between Lennar Partners and Kings Ridge occurred prior to August 31, 2000 and prior to the recording of the Sixth Amendment, and therefore Lennar Partners was required to follow the Right to Acquire provisions prior to any transfer to Kings Ridge.

41. The Sixth Amendment did not relieve any obligations to provide the Association and the Club Members the Right to Acquire the Club Property for the following reasons:

- a. Because at all times prior to the Sale Agreement being executed and closed, the Right to Acquire as stated within the original Declaration was still in full force and effect and had not been amended.
- b. Because the Kings Ridge Deed was recorded prior to recording the Sixth Amendment and therefore the Right to Acquire as stated within the original Declaration was still in full force and effect and had not been amended and the Kings Ridge Deed was subject to such Right to Acquire.
- c. The Sixth Amendment is unenforceable since the Right to Acquire contained within the original Declaration includes a grant of a property right which cannot legally be extinguished by any amendment to the already completed grant of such property right.
- d. Even assuming that the grant provided in the Right to Acquire could be modified or amended, the action taken in adopting the Sixth Amendment violated the Plaintiffs' rights since: (i) the amendment was not adopted in a reasonable manner, (ii) the Sixth Amendment materially altered the rights and grant set forth within the Declaration and the unilateral use of the power to amend was abused and should not be given legal effect based upon the facts and circumstances involved, including, but not limited to, the failure to provide notice to the Plaintiffs or any Club Members, the failure to provide any benefit to the Club owner but only provided a benefit to a third party, and (iii) the only reasonable interpretation and construction of the Right to Acquire would be to allow the Association or the Club Members to acquire ownership of the Club Property upon the same terms and conditions as were provided to Kings Ridge.

42. Notably, Lennar Partners kept the transfer of the Club Property to Kings Ridge a secret and made no written announcement to the Community. In fact, the sale was never mentioned at the board meetings for the Association and various neighborhood associations held on August 23, 2000 and November 16, 2000.

43. Moreover, Lennar Partners continued to provide new residents to the Community a Document Book for Kings Ridge Community Association, Inc. ("Document Book") which did not include a copy of the Sixth Amendment until years after the Sixth Amendment was recorded.

44. Kings Ridge had actual knowledge of the Right to Acquire as stated in the Declaration since the Declaration was expressly referred to as a "Permitted Exception" in the Kings Ridge Deed delivered to Kings Ridge.

45. Kings Ridge knew that Lennar Partners had an obligation to notify the Association and/or Club Members of the sale and to disclose the price and material terms and conditions upon which Lennar Partners was selling the Club Property to Kings Ridge.

46. Kings Ridge participated in a transaction where it knew that Lennar Partners was purposefully violating its obligations under the Declaration and transferring the Club Property without any notice to the Association or Club Members.

47. Nothing was sent to the homeowners until late 2004 or early 2005 announcing the change in ownership. In fact, as part of the secret agreement to sell the Club, the Defendants required that Lennar Partners continue to manage the Club with the intention of not making any changes in the personnel or operation of the Club. Specifically, Kings Ridge, Lennar Partners, and Recreation Corp. entered into a Management and Use Agreement ("Use Agreement") which was fully executed on March 26, 2001, but back-dated to August 30, 2000, which called for Lennar Partners and Recreation Corp. to continue to operate the Club as if no sale had taken place. Notably, the sales associates working for Lennar Partners selling new home sites at the Community were specifically advised by officials at Lennar Partners that Lennar Partners had retained control and management of the Club and that nothing had changed or will change and that none of the rights or privileges of the homeowners would change, even though a substantial and material change had occurred by the acquisition of the Club Property by Kings Ridge.

D. Class Representation Allegations

48. The claims being made in this lawsuit by the Homeowners are being brought by the individually named Homeowners as a class action and in a representative capacity on behalf of all Club Members at the Community and such claims are in the alternative to the claims being made herein by the Association.

49. Article VI of the Declaration contains a provision where membership in the Club is voluntary, but once a homeowner elects to become a member of the Club, the election is irrevocable. The section states as follows:

Section 2. Club Membership. Membership in the Club is elected, on a voluntary basis, at the time of the initial purchase of the Home site. If the initial purchaser of the Home site elects to be a Club Member, then such election and Club Membership is, thereafter, irrevocable and the rights and obligations associated therewith shall run with the Home site as provided in this Community Declaration. (Article VI, page 17; OR 1417, page 241)

50. All of the individual Homeowners named as Plaintiffs are Club Members.

51. There are approximately 2,040 homes within the Community which are occupied by Club Members. Approximately 48 homes within the Community opted out of being Club Members.

52. The issues presented in this action are common to all Club Members and the Homeowners are typical of the other Club Members and are adequate class representatives to bring this action.

53. All of the named Homeowners have a common interest to pursue the claims set forth in this lawsuit and have retained counsel qualified to represent the class of members sought to be represented as a class action. This action is appropriate for class action treatment and requiring separate, individual actions would be contrary to the interest of justice and judicial efficiency.

54. The claims are maintainable on behalf of a class pursuant to Florida Rule of Civil Procedure 1.220(b)(1-2). Alternatively, the claims are maintainable pursuant to Florida Rule of Civil Procedure 1.220(b)(3).

55. Questions of law and fact that are common to the claims of the representative parties and the claims of each member of the class include the following:

- a. Whether the rights of the parties have been violated by the transfer of the Club Property to a third party instead of being transferred to the Club Members.
- b. Whether the actions by the Defendants constituted tortious interference with the Club Members contractual rights to acquire the Club Property.
- c. Whether the actions by the Defendants constituted breaches of fiduciary duties to the Club Members.
- d. Whether the actions by the Defendants constituted a civil conspiracy against the Club Members.

56. The particular facts and circumstances that show the claims of the representative parties named herein are typical of the claims of each member of the class include the fact that each of the Homeowners and Club Members are subject to the exact same Declaration which contains the exact same contractual Right to Acquire the Club Property.

57. The approximate number of class members will be 2,045 members and the class includes all persons defined as Club Members in the Declaration.

58. The representative parties will fairly and adequately protect and represent the interests of each member of the class as these parties are actively involved with the Association, have been duly elected or appointed to serve on either the Association's board itself or the appropriate committee of the board related to this matter and each representative party is dedicated to acting on behalf of the class members to acquire the Club Property for the equal benefit of all Club Members.

59. Because all of the Club Members are subject to the exact same Declaration provision related to the Right to Acquire, class action treatment is appropriate to determine the rights of all class members related to the acquisition of the Club Property and the damages suffered as a result of the Club Property being transferred to a third party in breach of the rights of the Club Members to purchase the Club Property.

COUNT 1
CANCELLATION/RESCISSION OF DEEDS
(by Association against Lennar Partners and Kings Ridge)

60. The Association repeats paragraphs 1 through 47 above.

61. This is an action for cancellation and/or rescission of deeds by the Association against Lennar Partners and Kings Ridge.

62. The Club Deeds should be cancelled and/or rescinded as the transfers occurred in violation of the rights of the Association to acquire the Club Property.

63. The Association has no adequate remedy at law as the subject real estate should be transferred to the Association pursuant to the Right to Acquire as stated in the original Declaration.

64. The Defendants have wrongfully interfered with the Association's Right to Acquire and the only equitable remedy available to the Association is for the Club Deeds to be cancelled and/or rescinded and the Association granted the right to acquire the Club Property in accordance with the same terms and conditions as provided to Kings Ridge.

WHEREFORE, the Association requests a judgment canceling and/or rescinding the Club Deeds and for such further relief as is equitable to restore the status quo or as this Court deems just and equitable.

COUNT 2
CANCELLATION/RESCISSION OF DEEDS
(by Homeowners against Lennar Partners and Kings Ridge)

65. The Homeowners repeat paragraphs 1 through 59 above.

66. This is an action for cancellation and/or rescission of deeds against Lennar Partners and Kings Ridge and is being brought as a Class Action on behalf of all Club Members in the alternative to Count 1 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

67. The Club Deeds should be cancelled and/or rescinded as the transfers occurred in violation of the rights of the Club Members to acquire the Club Property.

68. The Club Members have no adequate remedy at law as the subject real estate should be transferred to the Club Members pursuant to the Right to Acquire as stated in the original Declaration.

69. The Defendants have wrongfully interfered with the Club Members' Right to Acquire and the only equitable remedy available to the Club Members is for the Club Deeds to be cancelled and/or rescinded and the Club Members granted the right to acquire the Club Property in accordance with the same terms and conditions as provided to Kings Ridge.

WHEREFORE, the Club Members request a judgment canceling and/or rescinding the Club Deeds and for such further relief as is equitable to restore the status quo or as this Court deems just and equitable.

COUNT 3

DECLARATORY JUDGMENT

(by Association against Lennar Partners and Kings Ridge)

70. The Association repeats paragraphs 1 through 47 above.

71. This is an action for declaratory judgment pursuant to Florida Statutes Chapter 86, by the Association against Lennar Partners and Kings Ridge.

72. The Association is unsure as to its legal rights under the Declaration to acquire the Club Property.

73. The Association contends that the Right to Acquire contained in the original Declaration provided the Association the absolute right and privilege to be afforded the opportunity to acquire the Club Property on terms equivalent to those offered by Kings Ridge and/or to be informed of Lennar Partners' intent to offer the Club Property for sale and be granted an opportunity to make an offer for the Club Property and further contend that such rights cannot be unilaterally altered.

74. Lennar Partners and Kings Ridge contend that the terms of the Right to Acquire contained in the original Declaration and the grant of property rights contained therein can be amended at anytime without notice to the Association or in the alternative that such provision can be retroactively amended without notice to the Association.

75. Accordingly, an actual and bona fide controversy exists between the parties to this action and a declaratory judgment is appropriate and necessary to afford relief from uncertainty with respect to the rights, status, and legal relations between the parties.

76. The Association has no adequate remedy at law and a declaratory judgment is necessary to set forth the rights of the Association and to declare the rights and obligations of all parties under the Right to Acquire as provided by the original Declaration.

77. The Association seeks a declaration that its Right to Acquire should have been provided before the transfer to Kings Ridge and/or that its Right to Acquire as stated in the original Declaration cannot be unilaterally altered, for the following reasons:

- a. Because at all times prior to the Sale Agreement being executed and closed, the Right to Acquire as stated within the original Declaration was still in full force and effect and had not been amended.
- b. Because the Kings Ridge Deed was recorded prior to recording the Sixth Amendment and therefore the Right to Acquire as stated within the original Declaration was still in full force and effect and had not been amended and the Kings Ridge Deed was subject to such Right to Acquire.
- c. The Sixth Amendment is unenforceable since the Right to Acquire in the original Declaration includes a grant of a property right which cannot legally be extinguished by any amendment to the already completed grant of such right.
- d. Even assuming that the grant provided in the Right to Acquire could be modified or amended, the action taken in adopting the Sixth Amendment violated the rights of the Association since: (i) the amendment was not adopted in a reasonable manner, (ii) the Sixth Amendment materially altered the rights and grant set forth within the Declaration and the unilateral use of the power to amend was abused and should not be given legal effect based upon the facts and circumstances involved, including, but not limited to, the failure to provide notice to the Association, the failure to provide any benefit to the Club owner but only provided a benefit to a third party, and

(iii) the only reasonable interpretation and construction of the Right to Acquire would be to allow the Association (or the Club Members) to acquire ownership of the Club Property upon the same terms and conditions as were provided to Kings Ridge.

WHEREFORE, the Association requests a declaratory judgment setting forth the rights and obligations of the parties related to the Association's rights to acquire the Club Property, an award of costs and attorneys' fees pursuant to the Declaration, and for such further relief as this Court deems just and equitable.

COUNT 4

DECLARATORY JUDGMENT

(by Homeowners against Lennar Partners and Kings Ridge)

78. The Association repeats paragraphs 1 through 59 above.

79. This is an action for declaratory judgment pursuant to Florida Statutes Chapter 86, against Lennar Partners and Kings Ridge and is being brought as a Class Action by the Homeowners on behalf of all Club Members in the alternative to Count 3 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

80. The Club Members are unsure as to their legal rights under the Declaration to acquire the Club Property.

81. The Club Members contend that the Right to Acquire contained in the original Declaration provided the Club Members the absolute right and privilege to be afforded the opportunity to acquire the Club Property on terms equivalent to those offered by Kings Ridge and/or to be informed of Lennar Partners' intent to offer the Club Property for sale and be granted an opportunity to make an offer for the Club Property and further contend that such rights cannot be unilaterally altered.

82. Lennar Partners and Kings Ridge contend that the terms of the Right to Acquire contained in the original Declaration and the grant of property rights contained therein can be amended at anytime without notice to the Club Members or in the alternative that such provision can be retroactively amended without notice to the Club Members.

83. Accordingly, an actual and bona fide controversy exists between the parties to this action and a declaratory judgment is appropriate and necessary to afford relief from uncertainty with respect to the rights, status, and legal relations between the parties.

84. The Club Members have no adequate remedy at law and a declaratory judgment is necessary to set forth the rights of the Club Members and to declare the rights and obligations of all parties under the Right to Acquire as provided by the original Declaration.

85. The Club Members seek a declaration that their Right to Acquire should have been provided before the transfer to Kings Ridge and/or that their Right to Acquire as stated in the original Declaration cannot be unilaterally altered, for the following reasons:

- a. Because at all times prior to the Sale Agreement being executed and closed, the Right to Acquire as stated within the original Declaration was still in full force and effect and had not been amended.
- b. Because the Kings Ridge Deed was recorded prior to recording the Sixth Amendment and therefore the Right to Acquire as stated within the original Declaration was still in full force and effect and had not been amended and the Kings Ridge Deed was subject to such Right to Acquire.
- c. The Sixth Amendment is unenforceable since the Right to Acquire in the original Declaration includes a grant of a right which cannot legally be extinguished by any amendment to the already completed grant of such property right.
- d. Even assuming that the grant provided in the Right to Acquire could be modified or amended, the action taken in adopting the Sixth Amendment violated the rights of the Club Members since: (i) the amendment was not adopted in a reasonable manner, (ii) the Sixth Amendment materially altered the rights and grant set forth within the Declaration and the unilateral use of the power to amend was abused and should not be given legal effect based upon the facts and circumstances involved, including, but not limited to, the failure to provide notice to the Club Members, the failure to provide any benefit to the Club owner but only provided a benefit to a third party, and (iii) the only reasonable interpretation and construction of the Right to Acquire would be to allow the Club Members (or Association) to acquire ownership of the Club Property upon the same terms and conditions as were provided to Kings Ridge.

WHEREFORE, the Club Members request a declaratory judgment setting forth the rights and obligations of the parties related to the Club Members' rights to acquire the Club Property, an award of costs and attorneys' fees pursuant to the Declaration, and for such further relief as this Court deems just and equitable.

COUNT 5
BREACH OF CONTRACT

(by Association against Lennar Partners, Lennar Sub, and LNR Sub)

86. The Association repeats paragraphs 1 through 47 above.

87. This is an action for breach of contract by the Association against Lennar Partners and its general partners, Lennar Sub and LNR Sub.

88. Lennar Partners has breached the contractual rights of the Association as set forth in Article VI, Section 24 of the Declaration by its actions as described in detail above, including, but not limited to, its failure to provide notice to the Association and Club Members of its intention to sell the Club Property to Kings Ridge, its failure to fulfill its obligations pursuant to Florida law as incorporated by reference within the Right to Acquire, by failing to perform its contractual obligations pursuant to its implied obligations of good faith and fair dealing, and by failing to transfer the Club Property to the Association.

89. The Association has been materially damaged as a result of the breaches by Lennar Partners. But for the breaches, the Association would have purchased the Club Property instead of Kings Ridge.

90. Lennar Partners and its partners, LNR Sub and Lennar Sub, are liable to the Association for damages caused by the breach. Such damages include, but are not limited to, the difference in the price that the Association will be required to pay to purchase the Club Property compared to the price at which the Club Property was sold to Kings Ridge, the lost profits represented by the Club membership fees that are paid by all Club Members and which constitutes profits from the ownership of the Club, the excessive management fees paid during the time that the

Club Property should have been owned by the Association, and such other expenses of operation that would have been saved had the Club Property been owned by the Association instead of being transferred to Kings Ridge.

91. Lennar Partners, LNR Sub, and Lennar Sub are obligated to pay the attorneys' fees of the Association pursuant to the contractual provisions set forth in the Declaration, including those provisions set forth within Article XVI, Section 2 and Article XVII, Section 9.

WHEREFORE, the Association requests a judgment against Lennar Partners, Lennar Sub, and LNR Sub for damages, plus pre-judgment and post-judgment interest, costs, and attorneys' fees, and for such further relief as this Court deems just and equitable.

COUNT 6
BREACH OF CONTRACT

(by Homeowners against Lennar Partners, Lennar Sub, and LNR Sub)

92. The Homeowners repeat paragraphs 1 through 59 above.

93. This is an action for breach of contract against Lennar Partners and its general partners, Lennar Sub and LNR Sub, being brought as a Class Action by the Homeowners on behalf of all Club Members in the alternative to Count 5 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

94. Lennar Partners has breached the contractual rights of the Club Members as set forth in Article VI, Section 24 of the Declaration by its actions as described in detail above, including, but not limited to, its failure to provide notice to the Association and Club Members of its intention to sell the Club Property to Kings Ridge, its failure to fulfill its obligations pursuant to Florida law as incorporated by reference within the Right to Acquire, by failing to perform its contractual obligations pursuant to its implied obligations of good faith and fair dealing, and by failing to transfer the Club Property to the Club Members.

95. The Club Members have been materially damaged as a result of the breaches by Lennar Partners. But for the breaches, the Club Members would have purchased the Club Property instead of Kings Ridge.

96. Lennar Partners and its partners, LNR Sub and Lennar Sub, are liable to the Club Members for damages caused by the breach. Such damages include, but are not limited to, the difference in the price that the Club Members will be required to pay to purchase the Club Property compared to the price at which the Club Property was sold to Kings Ridge, the lost profits represented by the Club membership fees that are paid by all Club Members and which constitutes profits from the ownership of the Club, the excessive management fees paid during the time that the Club Property should have been owned by the Club Members, and such other expenses of operation that would have been saved had the Club Property been owned by the Club Members instead of being transferred to Kings Ridge.

97. Lennar Partners, LNR Sub, and Lennar Sub are obligated to pay the attorneys' fees of the Club Members pursuant to the contractual provisions set forth in the Declaration, including those provisions set forth within Article XVI, Section 2 and Article XVII, Section 9.

WHEREFORE, the Club Members request a judgment against Lennar Partners, LNR Sub, and Lennar Sub for damages, plus pre-judgment and post-judgment interest, costs, and attorneys' fees, and for such further relief as this Court deems just and equitable.

COUNT 7

BREACH OF FIDUCIARY DUTY

(by Association against Lennar Partners, Lennar Sub, LNR Sub,
Developer, Hacker, and John Doe Defendants)

98. The Association repeats paragraphs 1 through 47 above.

99. This is an action for breach of fiduciary duty brought by the Association against Lennar Partners, Lennar Sub, LNR Sub, Developer, Hacker, and John Doe Defendants (collectively, the "Fiduciaries").

100. A fiduciary or confidential relationship existed between the Association and each of the Fiduciaries.

101. The Association trusted and relied upon Developer as the original developer of Community and as the company which created and coordinated all of the various homeowners' associations within the Community, including the Association, and as a result Developer maintained a position of trust and confidence with the Association and owed the Association a fiduciary duty to act in its best interests.

102. The Developer also owed the Association a fiduciary duty in accordance with its obligations to develop the Community in accordance with the Declaration and other relevant documents including the intent to have the Club ultimately owned by the Association or Club Members whenever ownership was changed to an unrelated third party.

103. Further, Developer owed the Association a fiduciary duty because it directed and controlled Hacker's actions in his fiduciary role as President of the Association and the other neighborhood associations within the Community.

104. A fiduciary or confidential relationship existed with Hacker, as he was designated by Developer as the President of the Association and as President of the other neighborhood associations within the Community and as a result, Hacker maintained a position of trust and confidence with the Association and owed the Association a fiduciary duty to act in its best interests.

105. A fiduciary or confidential relationship existed with Lennar Partners, because it owned and operated the Club and was subject to the terms of the original Declaration and owed the Association a fiduciary duty in accordance with its obligations to develop the Community in accordance with the Declaration and other relevant documents including the intent to have the Club ultimately owned by the Association or Club Members whenever ownership was changed to an unrelated third party.

106. A fiduciary or confidential relationship existed with Lennar Sub and LNR Sub as the partners and controlling entities of Lennar Partners, because Lennar Partners owned and operated the Club and was subject to the terms of the original Declaration and owed the Association a fiduciary duty in accordance with its obligations to develop the Community in accordance with the Declaration and other relevant documents including the intent to have the Club ultimately owned by the Association or Club Members whenever ownership was changed to an unrelated third party.

107. The John Doe Defendants were principals and/or agents of the foregoing Fiduciaries and owed the Association the same duties in accordance with their obligations and the terms of the Declaration and other relevant documents.

108. The Association trusted all of these Fiduciaries and relied upon each of them to act in good faith, with honesty and fair dealing, and with loyalty to the Association and the Club Members in connection with the ownership, operation, and transfer of the Club Property.

109. The Fiduciaries breached their fiduciary duties to the Association and Club Members by allowing the Club to be transferred to Kings Ridge without any disclosure to the Association or the Club Members and without any effort to abide by the terms of the Right to Acquire stated within the original Declaration and the requirements of good faith and fair dealing to the Association and the Club Members. The Fiduciaries ignored their duties and are liable therefore.

110. Each of the Fiduciaries abused the confidence reposed upon them and betrayed those confidences by engaging in actions to transfer the Club Property to Kings Ridge without providing the Association or the Club Members the Right to Acquire.

111. The Fiduciaries also breached their fiduciary duties by taking unfair advantage of their superior positions related to the Community, the Association, the individual neighborhood associations, and the Club Members through their actions which were not in the best interests of the Association or the Club Members, including but not limited to, transferring the Club Property,

executing the Club Deeds, adopting the Sixth Amendment and Seventh Amendment, and in attempting to justify the transfer of ownership of the Club Property to Kings Ridge.

112. The Fiduciaries, in equity and good conscience, were bound to act in good faith and with due regard to the interests of the Association and all Club Members. These Fiduciaries ignored the special confidence reposed in them by the Association and the Club Members in connection with the purchases of their homes.

113. The Fiduciaries have created a situation caused by their breaches of fiduciary duty in which a third party -- Kings Ridge -- now has title ownership to the Club Property and is now seeking to sell the Club Property to the Association and the Club Members for double its acquisition cost of the Club Property. Specifically, Kings Ridge is seeking approximately \$15 million in exchange for the Club Property which it purchased from Lennar Partners in August 2000 for approximately \$8.5 million.

114. Furthermore, the Fiduciaries have created a situation where Kings Ridge can take various unilateral actions not in the best interest of the Association and Club Members who have no ability to stop or prevent such actions. Specifically, Kings Ridge has various rights under the Declaration to make the Club's facilities available to non-club members as it deems appropriate and to alter or change the Club Property, including construction of additional facilities or the removal or modification of existing facilities. In other words, even if the Association or the Club Members disagree with how Kings Ridge manages the Club, the Association and Club Members are at the mercy of Kings Ridge, even though the plan of development for the Community clearly contemplated that this situation would not be possible if the Association and Club Members were properly provided with their Right to Acquire and exercised such right, which would have occurred but for the breaches of fiduciary duty set forth herein.

115. The Association has been damaged as a result of the breaches of fiduciary duty by each of the Fiduciaries.

WHEREFORE, the Association requests a judgment against the Fiduciaries for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 8

BREACH OF FIDUCIARY DUTY

(by Homeowners against Lennar Partners, Lennar Sub, LNR Sub,
Developer, Hacker, and John Doe Defendants)

116. The Homeowners repeat paragraphs 1 through 59 above.

117. This is an action for breach of fiduciary duty brought against Lennar Partners, Lennar Sub, LNR Sub, Developer, Hacker, and John Doe Defendants (collectively, the "Fiduciaries") by the Homeowners on behalf of all Club Members in the alternative to Count 7 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

118. A fiduciary or confidential relationship existed between the Club Members and each of the Fiduciaries.

119. The Club Members trusted and relied upon Developer as the original developer of Community and as the company which created and coordinated all of the various homeowners' associations within the Community, including the Association, and as a result Developer maintained a position of trust and confidence with the Club Members and owed the Club Members a fiduciary duty to act in their best interests.

120. The Developer also owed the Club Members a fiduciary duty in accordance with its obligations to develop the Community in accordance with the Declaration and other relevant documents including the intent to have the Club ultimately owned by the Association or Club Members whenever ownership was changed to an unrelated third party.

121. Further, Developer owed the Club Members a fiduciary duty because it directed and controlled Hacker's actions in his fiduciary role as President of the Association and the other neighborhood associations within the Community.

122. A fiduciary or confidential relationship existed with Hacker, as he was designated by Developer as the President of the Association and as President of the other neighborhood associations within the Community and as a result, Hacker maintained a position of trust and confidence with the Club Members and owed the Club Members a fiduciary duty to act in their best interests.

123. A fiduciary or confidential relationship existed with Lennar Partners, because it owned and operated the Club and was subject to the terms of the original Declaration and owed the Club Members a fiduciary duty in accordance with its obligations to develop the Community in accordance with the Declaration and other relevant documents including the intent to have the Club ultimately owned by the Association or Club Members whenever ownership was changed to an unrelated third party.

124. A fiduciary or confidential relationship existed with Lennar Sub and LNR Sub as the partners and controlling entities of Lennar Partners, because Lennar Partners owned and operated the Club and was subject to the terms of the original Declaration and owed the Association a fiduciary duty in accordance with its obligations to develop the Community in accordance with the Declaration and other relevant documents including the intent to have the Club ultimately owned by the Association or Club Members whenever ownership was changed to an unrelated third party.

125. The John Doe Defendants were principals and/or agents of the foregoing Fiduciaries and owed the Club Members the same duties in accordance with their obligations and the terms of the Declaration and other relevant documents.

126. The Club Members trusted all of these Fiduciaries and relied upon each of them to act in good faith, with honesty and fair dealing, and with loyalty to the Association and the Club Members in connection with the ownership, operation, and transfer of the Club Property.

127. The Fiduciaries all breached their fiduciary duties to the Association and Club Members by allowing the Club to be transferred to Kings Ridge without any disclosure to the

Association or the Club Members and without any effort to abide by the terms of the Right to Acquire stated within the original Declaration and the requirements of good faith and fair dealing to the Association and the Club Members. The Fiduciaries ignored their duties and are liable therefore.

128. Each of the Fiduciaries abused the confidence reposed upon them and betrayed those confidences by engaging in actions to transfer the Club Property to Kings Ridge without providing the Association or the Club Members the Right to Acquire.

129. The Fiduciaries also breached their fiduciary duties by taking unfair advantage of their superior positions related to the Community, the Association, the individual neighborhood associations, and the Club Members through their actions which were not in the best interests of the Association or the Club Members, including but not limited to, transferring the Club Property, executing the Club Deeds, adopting the Sixth Amendment and Seventh Amendment, and in attempting to justify the transfer of ownership of the Club Property to Kings.

130. The Fiduciaries, in equity and good conscience, were bound to act in good faith and with due regard to the interests of the Association and all Club Members. These Fiduciaries ignored the special confidence reposed in them by the Association and the Club Members in connection with the purchases of their homes.

131. The Fiduciaries have created a situation caused by their breaches of fiduciary duty in which a third party -- Kings Ridge -- now has title ownership to the Club Property and is now seeking to sell the Club Property to the Association and the Club Members for double its acquisition cost of the Club Property. Specifically, Kings Ridge is seeking approximately \$15 million in exchange for the Club Property which it purchased from Lennar Partners in August 2000 for approximately \$8.5 million.

132. Furthermore, the Fiduciaries have created a situation where Kings Ridge can take various unilateral actions not in the best interest of the Association and Club Members who have no ability to stop or prevent such actions. Specifically, Kings Ridge has various rights under the

Declaration to make the Club's facilities available to non-club members as it deems appropriate and to alter or change the Club Property, including construction of additional facilities or the removal or modification of existing facilities. In other words, even if the Association or the Club Members disagree with how Kings Ridge manages the Club, the Association and Club Members are at the mercy of Kings Ridge, even though the plan of development for the Community clearly contemplated that this situation would not be possible if the Association and Club Members were properly provided with their Right to Acquire and exercised such right, which would have occurred but for the breaches of fiduciary duty set forth herein.

133. The Club Members have been damaged as a result of the breaches of fiduciary duty by each of the Fiduciaries.

WHEREFORE, the Club Members request a judgment against the Fiduciaries for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 9

TORTIOUS INTERFERENCE

(by Association against Kings Ridge, Advisors, Surface, and John Doe Defendants)

134. The Association repeats paragraphs 1 through 47 above.

135. This is an action for tortious interference brought by the Association against Kings Ridge, Advisors, Surface, and John Doe Defendants (collectively, the "Kings Ridge Defendants").

136. The original 1996 Declaration constituted a contract in which the Association and all Club Members were parties. The Kings Ridge Defendants had express knowledge of the Declaration and thus knowledge of the rights of the Association under the Declaration.

137. At all material times, Advisors and Surface acted on behalf of Kings Ridge and were privy to the same facts and knowledge as Kings Ridge and purposefully interfered with the rights of the Association.

138. Upon information and belief, the John Doe Defendants herein were each principals and/or agents of Kings Ridge and/or Advisors and acted on behalf of Kings Ridge and/or Advisors and were privy to the same facts and knowledge as Kings Ridge and purposefully interfered with the rights of the Association.

139. The Kings Ridge Defendants intentionally procured the breach of the contractual rights set forth in the Declaration by concluding a sale and purchase of the Club Property.

140. There was no justification or privilege for causing the purposeful breach of the rights of the Association to acquire the Club Property.

141. The Association has suffered damages resulting from the breach and interference and the Kings Ridge Defendants are liable for such actions.

142. The Association has been materially damaged as a result of the actions of the Kings Ridge Defendants in interfering with its Right to Acquire as set forth in the original Declaration.

WHEREFORE, the Association requests a judgment against the Kings Ridge Defendants for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 10

TORTIOUS INTERFERENCE

(by Homeowners against Kings Ridge, Advisors, Surface, and John Doe Defendants)

143. The Homeowners repeat paragraphs 1 through 59 above.

144. This is an action for tortious interference brought against Kings Ridge, Advisors, Surface, and John Doe Defendants (collectively, the "Kings Ridge Defendants") by the Homeowners on behalf of all Club Members in the alternative to Count 9 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

145. The original 1996 Declaration constituted a contract in which the Association and all Club Members were parties. The Kings Ridge Defendants had express knowledge of the Declaration and thus knowledge of the rights of the Club Members under the Declaration.

146. At all material times, Advisors and Surface acted on behalf of Kings Ridge and were privy to the same facts and knowledge as Kings Ridge and purposefully interfered with the rights of the Club Members.

147. Upon information and belief, the John Doe Defendants herein were each principals and/or agents of Kings Ridge and/or Advisors and acted on behalf of Kings Ridge and/or Advisors and were privy to the same facts and knowledge as Kings Ridge and purposefully interfered with the rights of the Club Members.

148. The Kings Ridge Defendants intentionally procured the breach of the contractual rights set forth in the Declaration by concluding a sale and purchase of the Club Property.

149. There was no justification or privilege for causing the purposeful breach of the rights of the Club Members to acquire the Club Property.

150. The Club Members have suffered damages resulting from the breach and interference and the Kings Ridge Defendants are liable for such actions.

151. The Club Members have been materially damaged as a result of the actions of the Kings Ridge Defendants in interfering with their Right to Acquire as set forth in the original Declaration.

WHEREFORE, the Club Members request a judgment against the Kings Ridge Defendants for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 11
TORTIOUS INTERFERENCE

(by Association against Developer, Hacker, and John Doe Defendants)

152. The Association repeats paragraphs 1 through 47 above.

153. This is an action for tortious interference brought by the Association against Developer, Hacker, and John Doe Defendants (collectively, the "Lennar Defendants").

154. The original 1996 Declaration constituted a contract in which the Association and all Club Members were parties. The Lennar Defendants had express knowledge of the Declaration and thus knowledge of the rights of the Association under the Declaration.

155. At all material times, Developer was a separate legal entity from Lennar Partners. Likewise, at all material times, Hacker was employed or controlled by Developer and acted independently from any affiliations that he might have had with Lennar Partners and Hacker acted on behalf of Developer and was privy to the same facts and knowledge as Developer and interfered with the rights of the Association.

156. Upon information and belief, the John Doe Defendants herein were each principals and/or agents of the Developer and acted independently from any affiliations that they might have had with Lennar Partners and acted on behalf of Developer and were privy to the same facts and knowledge as Developer and interfered with the rights of the Association.

157. Each of the Lennar Defendants knew of the existence of the contractual relationship between Lennar Partners and the Association as set forth within the Declaration.

158. The Lennar Defendants participated in the intentional procurement of the breach of the contractual rights set forth in the Declaration.

159. The Lennar Defendants had no justification or privilege for procuring and facilitating the purposeful breach of the rights of the Association to acquire the Club Property.

160. The Association has suffered damages resulting from the breach and interference and the Lennar Defendants are liable for such actions.

161. The Association has been materially damaged as a result of the actions of the Lennar Defendants in interfering with its Right to Acquire as set forth in the original Declaration.

WHEREFORE, the Association requests a judgment against the Lennar Defendants for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 12
TORTIOUS INTERFERENCE

(by Homeowners against Developer, Hacker, and John Doe Defendants)

162. The Homeowners repeats paragraphs 1 through 59 above.

163. This is an action for tortious interference brought against Developer, Hacker, and John Doe Defendants (collectively, the "Lennar Defendants") by the Homeowners on behalf of all Club Members in the alternative to Count 11 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

164. The original 1996 Declaration constituted a contract in which the Association and all Club Members were parties. The Lennar Defendants had express knowledge of the Declaration and thus knowledge of the rights of the Club Members under the Declaration.

165. At all material times, Developer was a separate legal entity from Lennar Partners. Likewise, at all material times, Hacker was employed or controlled by Developer and acted independently from any affiliations that he might have had with Lennar Partners and Hacker acted on behalf of Developer and was privy to the same facts and knowledge as Developer and interfered with the rights of the Club Members.

166. Upon information and belief, the John Doe Defendants herein were each principals and/or agents of the Developer and acted independently from any affiliations that they might have had with Lennar Partners and acted on behalf of Developer and were privy to the same facts and knowledge as Developer and interfered with the rights of the Club Members.

167. Each of the Lennar Defendants knew of the existence of the contractual relationship between Lennar Partners and the Club Members as set forth within the Declaration.

168. The Lennar Defendants participated in the intentional procurement of the breach of the contractual rights set forth in the Declaration.

169. The Lennar Defendants had no justification or privilege for procuring and facilitating the purposeful breach of the rights of the Club Members to acquire the Club Property.

170. The Club Members have suffered damages resulting from the breach and interference and the Lennar Defendants are liable for such actions.

171. The Club Members have been materially damaged as a result of the actions of the Lennar Defendants in interfering with their Right to Acquire as set forth in the original Declaration.

WHEREFORE, the Club Members request a judgment against the Lennar Defendants for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 13
CIVIL CONSPIRACY
(by Association against All Defendants)

172. The Association repeats paragraphs 1 through 47 above.

173. This is an action brought by the Association against all Defendants for engaging in an unlawful civil conspiracy to breach fiduciary duties owed to the Association and/or to tortiously interfere with the rights of the Association.

174. A conspiracy existed between and among the Defendants to do an unlawful act, or to do a lawful act by unlawful means as set forth herein.

175. The Defendants knowingly agreed to enter into a conspiracy to breach fiduciary duties owed to the Association and/or to tortiously interfere with the rights of the Association.

176. Each of the Defendants engaged in one or more overt acts in pursuit of the conspiracy by procuring and facilitating the sale of the Club Property between Lennar Partners and Kings Ridge.

177. In an attempt to cloak the conspiracy with some form of validity, the Defendants assisted in the orchestration of the adoption of the Sixth Amendment which attempted to defer the Association's Right to Acquire until the Community Completion Date. Also, the Defendants conspired to keep the result of the conspiracy a secret and specifically instructed sales associates at the Community and employees of the Club that nothing had changed and that the rights of the Association and Club Members had not been altered.

178. Further, Lennar Partners and Kings Ridge, together with the knowledge and assistance of Lennar Sub, LNR Sub, Hacker, Surface, Advisors, and other John Doe Defendants and Unknown Co-Conspirators, entered into the Use Agreement intended to present the false appearance that Lennar Partners was still in control of the Club. Additionally, some or all of the Defendants conspired to prevent the Association and Club Members from learning about the sale by engaging in overt acts, including but not limited to: (i) providing new homeowners with a Document Book which they were informed contained all the necessary and relevant Club and Community documents but which purposefully omitted the Sixth and Seventh Amendments; (ii) failing to provide notice of the sale beforehand and failing to disclose the sale; and (iii) purposefully failing to mention the sale at the board meetings of the Association and other neighborhood associations held immediately before and after the sale on August 23, 2000 and November 16, 2000.

179. The Defendants knew that their actions would result in the breaches of fiduciary duties and the tortious interference of the Right to Acquire as set forth in the 1996 Declaration.

180. The Association has been damaged as a result of the conspiracy and Defendants' actions in furtherance of the conspiracy.

181. The Defendants knew of the scheme related to the transfer of the Club Property and all of the Defendants assisted the scheme to secretly transfer the Club Property.

182. Because the scheme was kept a secret and the Association and the Club Members only recently became aware of the transfer, discovery will be necessary to identify the individuals who are referred to herein as the John Doe Defendants and Unknown Co-Conspirators.

WHEREFORE, the Association requests a judgment against the Defendants for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 14
CIVIL CONSPIRACY
(by Homeowners against all Defendants)

183. The Homeowners repeats paragraphs 1 through 59 above.

184. This is an action against all Defendants for engaging in an unlawful civil conspiracy to breach fiduciary duties owed to the Club Members and/or to tortiously interfere with the rights of the Club Members, which is being brought by the Homeowners on behalf of all Club Members in the alternative to Count 13 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

185. A conspiracy existed between and among the Defendants to do an unlawful act, or to do a lawful act by unlawful means as set forth herein.

186. The Defendants knowingly agreed to enter into a conspiracy to breach fiduciary duties owed to the Club Members and/or to tortiously interfere with the rights of the Club Members.

187. Each of the Defendants engaged in one or more overt acts in pursuit of the conspiracy by procuring and facilitating the sale of the Club Property between Lennar Partners and Kings Ridge.

188. In an attempt to cloak the conspiracy with some form of validity, the Defendants assisted in the orchestration of the adoption of the Sixth Amendment which attempted to defer the Club Members' Right to Acquire until the Community Completion Date. Also, the Defendants conspired to keep the result of the conspiracy a secret and specifically instructed sales associates at

the Community and employees of the Club that nothing had changed and that the rights of the Association and Club Members had not been altered.

189. Further, Lennar Partners and Kings Ridge, together with the knowledge and assistance of Lennar Sub, LNR Sub, Hacker, Surface, Advisors, and other John Doe Defendants and Unknown Co-Conspirators, entered into the Use Agreement intended to present the false appearance that Lennar Partners was still in control of the Club. Additionally, some or all of the Defendants conspired to prevent the Association and Club Members from learning about the sale by engaging in overt acts, including but not limited to: (i) providing new homeowners with a Document Book which they were informed contained all the necessary and relevant Club and Community documents but which purposefully omitted the Sixth and Seventh Amendments; (ii) failing to provide notice of the sale beforehand and failing to disclose the sale; and (iii) purposefully failing to mention the sale at the board meetings of the Association and other neighborhood associations held immediately before and after the sale on August 23, 2000 and November 16, 2000.

190. The Defendants knew that their actions would result in the breaches of fiduciary duties and the tortious interference of the Right to Acquire as set forth in the 1996 Declaration.

191. The Club Members has been damaged as a result of the conspiracy and Defendants' actions in furtherance of the conspiracy.

192. The Defendants knew of the scheme related to the transfer of the Club Property and all of the Defendants assisted the scheme to secretly transfer the Club Property.

193. Because the scheme was kept a secret and the Association and the Club Members only recently became aware of the transfer, discovery will be necessary to identify the individuals who are referred to herein as the John Doe Defendants and Unknown Co-Conspirators.

WHEREFORE, the Club Members request a judgment against the Defendants for damages, plus pre-judgment and post-judgment interest, and for such further relief as this Court deems just and equitable.

COUNT 15
SPECIFIC PERFORMANCE
(by Association against Lennar Partners)

194. The Association repeats paragraphs 1 through 47 above.

195. This is an action brought by the Association against Lennar Partners for specific performance of the original Right to Acquire provision of the Declaration to convey the Club Property to the Association in accordance with the terms of the provision.

196. The Association is ready, willing, and able to comply with all terms of the original Right to Acquire provision of the Declaration and to purchase the Club Property and pay the purchase price that Kings Ridge paid.

197. The Association has made a demand upon Lennar Partners to complete the sale in accordance with the terms of the original Right to Acquire provision of the Declaration, but Lennar Partners has refused to close in accordance therewith.

198. The Association has no adequate remedy at law because the Club Property is unique and specially desired by the Association and money damages are inadequate.

WHEREFORE, the Association demands judgment against Lennar Partners requiring it to perform under the terms of the original Right to Acquire provision of the Declaration, and for attorneys' fees and costs of suit under the terms of the Declaration, and for such further relief as this Court deems just and equitable.

COUNT 16
SPECIFIC PERFORMANCE
(by Homeowners against Lennar Partners)

199. The Homeowners repeats paragraphs 1 through 59 above.

200. This is an action against Lennar Partners for specific performance of the original Right to Acquire provision of the Declaration to convey the Club Property to the Club Members in accordance with the terms of the provision, which is being brought by the Homeowners on behalf of

all Club Members in the alternative to Count 15 in the event that it is determined that the Association does not have standing to represent all of the Club Members.

201. The Club Members are ready, willing, and able to comply with all terms of the original Right to Acquire provision of the Declaration and to purchase the Club Property and pay the purchase price that Kings Ridge paid.

202. The Club Members have made a demand upon Lennar Partners to complete the sale in accordance with the terms of the original Right to Acquire provision of the Declaration, but Lennar Partners has refused to close in accordance therewith.

203. The Club Members have no adequate remedy at law because the Club Property is unique and specially desired by the Club Members and money damages are inadequate.

WHEREFORE, the Club Members demand judgment against Lennar Partners requiring it to perform under the terms of the original Right to Acquire provision of the Declaration, and for attorneys' fees and costs of suit under the terms of the Declaration, and for such further relief as this Court deems just and equitable.

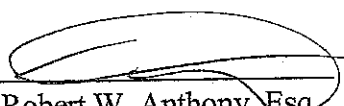
JURY TRIAL DEMAND

204. The Plaintiffs hereby demand a jury trial as to all issues, claims, matters, and defenses so triable.

Submitted on April 6, 2006, by:

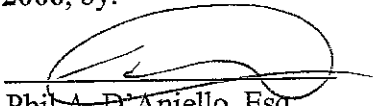
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Fla. Bar No. 0115525

Certificate of Service

I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to the parties listed below via U.S. Mail on **April 6, 2006**, by:


Phil A. D'Aniello, Esq.
Fla. Bar No. 0115525

Service List

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OR
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COMMUNITY DECLARATION OF RESTRICTIVE COVENANTS

KINGS RIDGE AT CLERMONT

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THIS COMMUNITY DECLARATION OF RESTRICTIVE COVENANTS is made by Lennar Homes, Inc., joined by Kings Ridge Recreation Corporation, Kings Ridge Golf Corporation and Kings Ridge Community Association, Inc., a Florida not-for-profit corporation.

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Lake County, Florida, more particularly described in Exhibit "A-1" and the Club Owner is the owner of certain property in Lake County, Florida, more particularly described in Exhibit "A-2" and the Golf Owner is the Owner of certain property in Lake County, Florida, more particularly described in Exhibit "A-3" (collectively, "Properties") attached hereto and made a part hereof; and

WHEREAS, Declarant, Club Owner and Golf Owner are desirous of subjecting the Properties to the covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, Each and every covenant, condition and restriction hereinafter set forth is for the benefit of, and binding upon, the Properties, and each present and future owner of interests therein, their heirs, successors and assigns;

NOW, THEREFORE, Declarant, Club Owner and Golf Owner hereby declare that the Properties are and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I
DEFINITIONS

Section 1. "A.C.C." The Architectural Control Committee established pursuant to Article XV hereof.

Section 2. "Annexation Notice". The notice by which additional lands are subjected to the provisions of this Community Declaration

main/lennar/kridge.dec
1.2.96 10:30 am

⑧ Lori Bailey / Public Services

EXHIBIT

as more particularly described in Article III hereof.

Section 3. "Articles". The Articles of Incorporation of the Community Association filed with the Florida Secretary of State in the form attached hereto as Exhibit "B".

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Section 4. "Assessments". Assessments means a sum or sums of money payable to the Community Association, to the Developer, or other owner of Common Area, or to Recreation Facilities and other properties serving the Parcels by the Owners of one or more Parcels as authorized in the governing documents, which if not paid by the Owner can result in a lien against the Parcel.

Section 5. "Board". The Board of Directors of the Community Association.

Section 6. "By-Laws". The By-Laws of the Community Association in the form attached hereto as Exhibit "C".

Section 7. "Club Charges". The Charges related to The Club to be paid by the Club Members pursuant to the provisions of this Community Declaration, including the Club Facilities Fee and Club Operating Costs.

Section 8. "Club Covenants". The covenants controlling the operations of The Club attached hereto as Exhibit "D".

Section 9. "Club Facilities". The real property and facilities provided to the Club Members pursuant to the provisions of this Community Declaration, also known as "The Club".

Section 10. "Club Facilities Fee". The fee to be paid to the Club Owner by each Club Member pursuant to the provisions of Article VI, Section 6 hereof. The Club Facilities Fee is an amenity fee as defined in F.S. 617.301(1).

Section 11. "Club Member". Each Owner who elects, in its contract to purchase a Homesite, to be a member of The Club and bound by the provisions hereof relating thereto.

Section 12. "Club Operating Costs". All costs (as such term is used in its broadest sense) of owning (excluding the Club Owners' debt service) operating, managing, maintaining and insuring The Club, including, but not limited to, trash collection, utility charges, maintenance, reserves, repairs, refurbishments, management fees, payroll and payroll costs, working capital, ad valorem or other taxes (excluding income taxes of the 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.

Section 13. "Club Operating Entity". The entity operating and managing The Club, at any time.

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Section 14. "Club Owner". Kings Ridge Recreation Corporation, its successors and assigns. The Club Owner is an affiliate of Declarant.

Section 15. "Common Area". All real property, interests therein and improvements thereon, and personal property within, the Properties, as they exist from time to time, and all additions thereto, which is, or is to be, designated as Common Area by Declarant and/or which is owned or leased by the Community Association or dedicated for the use or maintenance by the Community Association or its members, including, regardless of whether title has been conveyed to the Community Association:

(a) Real Property the use of which is dedicated to the Community Association or its members by a recorded plat; or

(b) Real property committed by this Declaration to be leased or conveyed to the Community Association.

The Common Area may include, without limitation, open space tracts, lakes, water management tracts, fountains, irrigation pumps and lines, parks, sidewalks, streets, service roads, site walls, commonly used utility facilities, project signage, commonly used parking areas, easements, commonly used lighting, entranceways and features, and gatehouse. The Common Area does not include Homesites, Neighborhood Common Area, Club Facilities, Golf Course Facilities or facilities owned and/or operated by Community Development Districts or dedicated to the Public.

Section 16. "Community". The Real Property that is, or will be subject to this Community Declaration which is recorded in the County where the Property is located. The Community is known as Kings Ridge at Clermont. The Declarant may, when amending or modifying the description of the real property which is subject to the operation of this Community Declaration, also amend or modify the definition of the Community.

Section 17. "Community Association". The Kings Ridge Community Association, Inc., its successors and assigns. The Community Association is a Florida corporation responsible for the operation of the Community and in which the voting membership is made up of Owners or their agents or others or a combination thereof and in which membership is a mandatory condition of the ownership of a Parcel and which is authorized to impose Assessments that, if unpaid, may become a lien on the Parcel. The term "Community Association" does not include a Community Development District or other similar special taxing districts created pursuant to Statute.

Section 18. "Community Completion Date". The date upon which all Homesites in the Community, as ultimately planned and as fully developed, have been conveyed by Declarant to Owners ^{OR} _{HOOP} 1417 PAGE 228

Section 19. "Community Declaration". This Declaration. This Community Declaration shall be recorded and is in the nature of covenants running with the Land which subjects the Land comprising the Community to the jurisdiction and control of the Community Association in which the Owners of Parcels must be members.

Section 20. "Community Development Districts". One or more existing, or to be created, development, taxing or service districts which will, or may, provide various services and facilities to the Community which may include, without limitation, formation, construction, operation, inspection and maintenance of water management and drainage facilities and easements, lake maintenance easements, water and sewer facilities and easements, roads, community irrigation systems, landscaping, Neighborhood and Community entry features, gate facilities and entry systems and street lighting.

Section 21. "Community Development Facilities". The Facilities owned and/or operated by the Community Development Districts.

Section 22. "Community Services". Certain services, and related equipment, provided, or to be provided, from time to time, for the use and enjoyment of the Community Association and/or its members, which may include, without commitment or limitation, transportation, emergency alert system, and Community entry systems. Certain community services, such as access cards or transmitters and emergency alert system transmitter boxes, if any, may be available to owners for an additional charge.

Section 23. "Community Standards". Such standards of conduct, maintenance or other activity, if any, established by Declarant, the Community Association, the A.C.C., the Board or any committee thereof relating to, amongst other things, activities described in Article XV hereof.

Section 24. "Declarant". Lennar Homes, Inc., its specific designees, successors and assigns. Declarant is a Developer within the meaning of F.S. 617.301(5). The term "Declarant" shall include any person or entity which succeeds to the rights and liabilities of the person or entity that created the Community served by the Community Association, provided that such is evidenced in writing.

Section 25. "Exclusive Common Area". Those portions of the Common Area and or Community Services which have been restricted to use by less than all Owners.

Section 26. "Golf Course Charges". The charges related to The Club to be paid by the Golf Members pursuant to the provisions of the Golf Membership Agreements.

Section 27. "Golf Facilities". The real property and facilities provided to the Golf Members pursuant to the provisions of the Golf Membership Agreements. OR 1417 PAGE 229
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Section 28. "Golf Members". Each Owner and/or others who applies for, and is accepted as a member of the Golf Club by the execution of a Golf Membership Agreement.

Section 29. "Golf Owner". Kings Ridge Golf Corporation, its successors and assigns. The Golf Owner is an affiliate of Declarant.

Section 30. "Governing Documents". This Community Declaration and all duly adopted and recorded amendments, supplements and recorded exhibits thereto together with the Articles and Bylaws of the Community Association and any duly adopted amendments thereto.

Section 31. "Home". A residential dwelling, and appurtenances thereto, constructed on a Homesite within the Properties.

Section 32. "Homesite". A parcel of real property conveyed by Declarant to an Owner upon which a Home has, or will, be constructed. Once improved, the term Homesite shall include all improvements thereon and appurtenances thereto. The term Homesite, as used herein shall be the same as the definition of "Parcel" as contained in F.S. 617.301(9) and: (i) may not be the same division of property as exists on the underlying Plat affecting the Properties; and (ii) may include other forms of property ownership, such as, condominiums.

Section 33. "Kings Ridge PUD". The development known as Kings Ridge PUD as filed with applicable governmental authorities.

Section 34. "Lender". The holder, insurer or guarantor of a first mortgage encumbering a Homesite.

Section 35. "Management Firm". The firm designated by the Declarant and/or Community Association as the Manager, if any.

Section 36. "Master Plan". The proposed Master Plan of Declarant for the development of the Community, as it exists as of the date of recording this Community Declaration and as it may be modified, expanded, or changed. The Master Plan is subject to change as set forth herein. References to the Master Plan are for the purpose of identifying the various Homesites, Common Areas and other property divisions which may be subjected by Declarant to the

provisions hereof and shall not be deemed to obligate the Declarant or others to do so, or, be deemed to be a representation as to the development of the Community or its amenities.

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Section 37. "Member". A member of the Community Association which may include, but not be limited to, the Declarant and Owners and/or an Association representing Owners or a combination thereof.

Section 38. "Neighborhood". Any development of Homesites which is designated as a Neighborhood by Declarant.

Section 39. "Neighborhood Assessments". Assessments to which members of a Neighborhood Association are subject for Neighborhood Operating Costs pursuant to a Neighborhood Declaration.

Section 40. "Neighborhood Association". A property owners' association, homeowners' association, condominium association, or such other entity, its successors and assigns, responsible for administering any Neighborhood pursuant to a Neighborhood Declaration.

Section 41. "Neighborhood Declaration". The covenants, conditions, restrictions and other provisions, if any, imposed by a recorded declaration affecting a specific Neighborhood.

Section 42. "Neighborhood Operating Costs". The Operating Costs which members of a Neighborhood Association must pay as Neighborhood Assessments pursuant to a Neighborhood Declaration.

Section 43. "Operating Costs". All costs of ownership, operation and administration of the Community Association, Common Area, and Community Services and/or to be paid by the Community Association hereunder, including, but not necessarily limited to, funds expended by Declarant prior to conveyance and/or dedication of the Common Area and/or Community Services, utilities, taxes, insurance, bonds, security costs, salaries, management fees, professional fees, administrative costs, service costs, equipment, supplies, maintenance, repairs, replacements and refurbishments and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Declarant, Community Association and/or as provided herein.

Section 44. "Owner". The record owner (whether one or more persons or entities) of fee simple title to any Homesite. The term "Owner" shall not include Declarant, Club Owner, Golf Owner or those persons or entities designated by Declarant, or those having an interest in a Homesite or a portion of the Properties merely as security for the performance of an obligation.

Section 45. "Plat". The Plat(s) of the Properties as filed in

the Public Records of Lake County, Florida, as the same may be amended by Declarant, from time to time.

Section 46. "Properties". That certain real property described in Exhibit "A-1", "A-2" and "A-3" affixed hereto and made a part hereof, subject to additions thereto as may hereafter be brought within the provisions and applicability of this Community Declaration. DR 1417 PAGE 231
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Section 47. "Public Records". The Public Records of Lake County, Florida.

Section 48. "Rules and Regulations". The Rules and Regulations affecting the Properties as adopted from time to time. The initial Rules and Regulations are attached hereto as Exhibit "E".

Section 49. "Special Assessments". Those Assessments more particularly described as Special Assessments in Article XIII hereof.

Section 50. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40 or 40C-41, F.A.C.

Section 51. "Voting Interest". The voting rights distributed to the Members of the Community Association pursuant to the Governing Documents.

Section 52. "Withdrawal Notice". The notice by which portions of the Properties are withdrawn from the provisions of this Community Declaration as more particularly described in Article III hereof.

ARTICLE II TERM, AMENDMENT

Section 1. Term. The covenants and restrictions of this Community Declaration shall run with and bind the Properties for a term of Fifty (50) years from the date this Community Declaration is recorded in the Public Records. Thereafter, this Community Declaration shall be automatically extended for successive periods of ten (10) years unless otherwise terminated as provided herein.

Section 2. Amendment. The Declarant shall have the right, at any time until the Community Completion Date, to amend this

Amend 4/96

Community Declaration as it, in its sole discretion, deems appropriate. After the Community Completion Date, except as provided to the contrary herein or as otherwise consented to by Declarant, this Community Declaration may be amended at any time, and from time to time, upon the recordation of an instrument executed by the Community Association upon vote of: (i) seventy-five percent (75%) of the Board; and (ii) the Owners who are entitled to vote seventy-five percent (75%) of all votes of each class of voting membership in the Community Association and who are entitled to vote on the matter as set forth in the Articles and By-Laws. Until the Community Completion Date, the Declarant's written consent to any amendment must first be obtained. No amendment, whether before or after the Community Completion Date, shall affect the rights of Declarant or Club Owner or Golf Owner without the prior written consent of the Declarant or Club Owner or Golf Owner, which may be withheld in Declarant's or Club Owner's or Golf Owner's sole discretion. No amendment shall alter the subordination provisions of this Community Declaration without the prior approval of any mortgagee enjoying the benefit of such provisions.

Notwithstanding anything contained herein to the contrary, 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 Community Declaration, then the prior written consent of such entity or agency must also be obtained. Specifically, and without limitation, any amendment to the Community Declaration which alters the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

ARTICLE III ANNEXATION, WITHDRAWAL, VACATING AND DISSOLUTION

Section 1. Annexation by Declarant. Until the Community Completion Date, additional lands may be annexed to the Properties by Declarant. Except for applicable governmental approvals, if any, no consent to such annexation shall be required from any other party, including, but not limited to, the Community Association, any Neighborhood Association, Owners or any mortgagees of any Homesite. Such annexed lands shall be brought within the provisions and applicability of this Community Declaration by the recording the Annexation Notice in the Public Records. The Annexation Notice shall refer to this Community Declaration and shall, unless specifically otherwise provided, incorporate by reference all the covenants, conditions and restrictions of this Community Declaration, thereby subjecting the annexed lands to the covenants, conditions and restrictions contained in this Community

Declaration as fully as though the annexed lands were described herein as a portion of the Properties. The Annexation Notice may contain additions to, or modifications of, the covenants, conditions and restrictions contained in this Community Declaration as deemed appropriate by Declarant and/or as may be necessary to reflect the different character, if any, of the annexed lands.

Section 2. Annexation by Members. After the Community Completion Date, additional lands may be annexed with the consent of the Board and membership of the Community Association obtained as set forth in Article II, Section 2, hereof, and compliance with applicable governmental requirements.

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Section 3. Withdrawal. Until the Community Completion Date, any portions of the Properties (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Community Declaration, by recording the Withdrawal Notice in the Public Records. The right of Declarant to withdraw portions of the Properties shall not apply to any Homesite 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. Except for applicable government approvals, the withdrawal of any portion of the Properties shall not require the consent or joinder of any other party, including, but not limited to, the Community Association, any Neighborhood Association, Owners, or any mortgagee of any Homesite.

Section 4. Paramount Right. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, convey (by absolute conveyance, easement or otherwise), any portions of the Properties, for various public purposes, or to make any portions of the Properties part of the Common Area, or to create and implement one or more Community Development Districts which may include all or any portion of the Properties, provided however, that, notwithstanding anything else in this Community Declaration to the contrary, the streets within the Community shall remain private and shall not be dedicated, conveyed or otherwise made available for public purposes. Neither the Community Association, any Neighborhood Association or any Owner shall request the City of Clermont to take over or assume the maintenance of any streets within the Community.

Section 5. Dissolution. In the event of the dissolution of the Community 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 Community Association and to manage the Common Area and Community Services in the place and instead of

the Community Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Community Association and the Common Area and Community Services.

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Section 6. Owner. In the event of dissolution of the Community Association or a termination of this Community Declaration, except by Declarant, the Properties and each Homesite shall continue to be subject to the provisions of this Community Declaration, including Assessments and Club Charges specified in this Community Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Community Association, as the case may be, for Assessments to the extent that Assessments are required to enable the successors or assigns of the Community Association to properly maintain, operate and preserve the Common Area and Community Services. Each Club Member shall continue to be personally obligated to the Club Owner, or its successors and assigns, for Club Charges, including, but not limited to, Club Facilities Fees and Club Operating Costs, in order to properly maintain, operate and preserve the Club Facilities. Each Golf Member shall continue to be personally obligated to the Golf Owner, or its successors and assigns, for Golf Charges as required by the Golf Membership Agreements. The provisions of this Article shall only apply with regard to the maintenance, operation and preservation of those portions of the Properties which had been Common Area and/or Club Facilities and/or Golf Facilities and continues to be so used for the common use and enjoyment of the Owners or Club Members, as applicable.

Section 7. Annexation Into City of Clermont. The Declarant will annex the property into the City of Clermont. In the event that some Homesites are sold prior to such annexation, by acceptance of a deed to a Homesite, each Owner acknowledges and approves of such annexation and agrees to execute any and all documents required in connection therewith.

ARTICLE IV BINDING EFFECT AND MEMBERSHIP

Section 1. Agreement. Each Owner by acceptance of title to a Homesite and any person claiming by, through or under such Owner, agrees to be subject to this Community Declaration and the provisions hereof. The provisions of this Community Declaration are covenants running with the land.

Section 2. Transfer. The transfer of the fee title to a Homesite, whether voluntary or by operation of law, terminating the Owner's title to that Homesite shall terminate the Owner's rights to the use and enjoyment of the Common Area and/or Community Services and, unless agreed to the contrary by Club Owner, the Club

Facilities, as it pertains to that Homesite. An Owner's rights and privileges pursuant to this Community Declaration are not separately assignable. Each Owner is entitled to the benefits of, and is burdened with the duties and responsibilities according to the provisions of this Community Declaration. All parties acquiring any right, title and interest in and to any Homesite shall be fully bound by the provisions of this Community 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 Community Declaration.

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Section 3. Membership. Upon acceptance of title to a Homesite and as more fully provided in the Articles and By-Laws, each Owner becomes a Class A member of the Community Association. Membership rights are governed by the provisions of the Articles and By-Laws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Homesite. The Declarant is the Class B member of the Community Association.

Section 4. Voting Rights. Voting rights in the Community Association are governed by the provisions of the Articles and By-Laws.

Section 5. Restrictions. Neither the Community Association, or any Neighborhood Association, or any Owner, or group of Owners, may record any legal documents which, in any way, affect or restrict the rights of Declarant or Club Owner or Golf Owner, without the consent of the entity affected, which consent may be granted or denied in its sole discretion, or conflict with the provisions of this Community Declaration.

ARTICLE V OPERATION OF COMMON AREA/COMMUNITY DEVELOPMENT FACILITIES

Section 1. Prior to Conveyance. Prior to the conveyance or dedication of portions of the lands owned by Declarant as Common Area and/or Community Services to the Community Association, those lands shall be owned, operated and administered by the Declarant, or its nominees, at the sole cost of the Community Association, for all purposes and uses reasonably intended, as Declarant in its sole discretion, deems appropriate. During such period, the Declarant shall own, operate and administer such lands without interference from the Community Association, any Neighborhood Association, Owner or mortgagee of a Homesite or Home or any other person or entity whatsoever.

Section 2. Operation after Conveyance. After the conveyance or dedication of all or a portion of the Common Area and/or Community Services to the Community Association, the portion of the Common

Area and/or Community Services so dedicated shall be owned, operated and administered by the Community Association for the use and benefit of the owners of all property interests in the Properties, including, but not limited to, Community Association, Neighborhood Associations, Declarant, Club Owner, Golf Owner, Owners and any mortgagees of any interest. Once conveyed or dedicated to the Community Association, title to the Common Area may not, subject to the Community Association's right to grant easements, etc., be conveyed, abandoned, alienated, encumbered or transferred, without: (i) if prior to the Community Completion Date, the consent of Declarant being first had and obtained; and (ii) after the Community Completion Date, the consent being obtained from the Board and Owners in the manner provided in Article II, Section 2, hereof; and (iii) in either event, the consent of the Club Owner and Golf Owner being first had and obtained.

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Section 3. Construction of Common Area Facilities. Declarant and/or the Community Development Districts have constructed, or will construct, certain facilities and improvements as part of the Common Area and/or Community Development Facilities, together with equipment and personalty contained therein, and such other improvements and personalty as Declarant determines, in its sole discretion. Declarant and/or the Community Development Districts shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Declarant and/or the Community Development Districts shall have the absolute right to, from time to time, in its sole discretion, construct additional Common Areas and/or Community Development Facilities and improvements within the Community and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Area and/or Community Development Facilities. Declarant is not obligated to, nor has it represented that it would, modify or add to the facilities, improvements or Common Area as they are contemplated as of the date hereof.

Declarant is the sole judge of all matters concerning the Common Area and/or Community Services, including the plans, specifications, design, location, completion schedule, materials, size and contents of the facilities, improvements, or changes or modifications to any of them.

Section 4. Delegation. Once conveyed or dedicated to the Community Association, the Common Area and facilities and improvements located thereon, and Community Services, shall, subject to the provisions of this Community Declaration, at all times be under the complete supervision, operation, control and management of the Community Association. The Community Association may delegate all or a portion of such supervision, operation, control and management to such parties or entities as it deems

appropriate.

Section 5. Use. The Common Area and Community Services 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 the Community Association, entitled to use those portions of the Common Area and Community Services. Prior to the Community Completion Date, the Declarant, and thereafter, the Community Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Area and Community Services available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Community Declaration, reduce or abate any Owner's obligations pursuant to this Community Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 6. Surface Water or Stormwater Management System. The Community Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Community Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 7. Rules. Prior to the Community Completion Date, the Declarant, and, if earlier delegated by Declarant or thereafter the Community Association, shall have the right to adopt rules and regulations governing the use of the Common Area and Community Services. The Rules and Regulations attached hereto are adopted as the initial rules and regulations governing, amongst other things, the use of the Common Area and Community Services.

Section 8. Districts. In the event that any portions of the Properties are acquired by, or dedicated to, a Community Development District, those portions of the Properties shall be subject to the jurisdiction and control of the Community Development Districts.

Section 9. Government Obligation. To the extent that either the Community Association, Community Development Districts or Neighborhood Association has accepted the responsibility for maintenance of any portion of the Properties, it is specifically understood that same shall not constitute a dedication to the

general public or the City of Clermont and that no obligation is imposed on the City of Clermont nor shall any request be entertained by the City of Clermont to maintain or improve any private streets or roads.

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Section 10. Exceptions.- The Rules and Regulations shall not apply to Declarant, Club Owner and/or Golf Owner, or their respective designees, or to any property owned by any of them or their designees, and shall not be applied in a manner which would prohibit or restrict the development of the Community, Properties and the development, construction and sale of any Homesite or Homes by Declarant or its designees.

Section 11. Additional Exceptions. The Rules and Regulations shall not apply to the Club Owner and Golf Owner, or their respective designees, or to any property owned by Club Owner or Golf Owner, and shall not be applied in a manner which would prohibit or restrict the development of the Club Facilities or Golf Facilities or affect the interests of the Club Owner or Golf Owner. Specifically and without limitation, the Club Owner and Golf Owner, and/or their respective successors and assigns, shall have the right to: (i) develop and construct the Club Facilities and Golf Facilities and related improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain, or allow others to maintain, customary and usual sales, general office and construction operations on the Club Facilities and Golf Facilities; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Club Facilities or Golf Facilities 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 of the Club Facilities or Golf Facilities; (v) post, display, inscribe or affix to the exterior of the Club Facilities and Golf Facilities, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Club Memberships, Golf Memberships, Homesites and Homes or otherwise; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Club Owner and Golf Owner are necessary for the development and sale of the Club Facilities and Golf Facilities or any lands or improvements therein.

Section 12. Default. No default by any Owner in the performance of the covenants and promises contained in this Community Declaration or by any person using the Properties, Common Area and/or Club Facilities, or any other act of omission by any of

them, shall be construed or considered: (a) as a breach by Declarant, or the Club Owner or Golf Owner, or the Community Association or a Neighborhood Association, a non-defaulting Owner or other person or entity of any of their promises or covenants in this Community Declaration; or (b) as an actual, implied or construction dispossession of another Owner from the Common Area and/or Community Services and/or Club Facilities and/or Golf Facilities; or (c) as an excuse, justification, waiver or indulgence of the covenants and promises contained in this Community Declaration.

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Section 13. Over-all Systems. This Community Declaration allows for the providing of Common Area maintenance, Community Services and other matters relating to the Community as a whole. Each Owner shall, if requested by the Declarant and/or Club Owner and/or Golf Owner and/or Community Association and/or Neighborhood Association, enter into agreements relating to any of the same.

Section 14. Open Space Tracts. Maintenance of the Open Space Tracts, as designated on the Plat, shall be the perpetual responsibility of the Community Association. Use and maintenance of the Open Space Tracts shall be in accordance with applicable governmental regulations.

Section 15. Conveyance. On or before sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Area and Community Services may be conveyed by written instrument recorded in the Public Records, or by Quit Claim Deed from Declarant to the Community Association. The 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. The Community 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 Area and Community Services and other obligations relating to the Common Area and Community Services imposed herein. The Community Association shall, and does hereby, indemnify and hold Declarant, Club Owner and Golf Owner harmless on account thereof. The Community Association shall be obligated to accept such conveyance(s) without setoff, condition, or qualification of any nature. The Common Area, personal property and equipment, 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 AREA, PERSONALTY AND EQUIPMENT BEING CONVEYED. The Community Association shall pay all costs associated with the conveyance(s).

Section 16. Designation of Operating Entity. The Declarant shall have the right, but not the obligation, in its sole discretion, to: (i) designate the Community Association or Community Development Districts to operate, at the expense of the Community Association or Community Development Districts, portions of the Properties prior to dedication or conveyance; and (ii) relinquish and/or assign to the Community Association or Community Development Districts some or all of the rights reserved to, and obligations imposed on, Declarant herein. The Community Association shall be obligated to accept such designation, relinquishment, and assignments and fulfill the obligations relating thereto.

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Section 17. Disputes as to Use. If there is any dispute as to whether the use of any portion of the Properties complies with this Community Declaration, or the allocation of Operating Costs relating thereto, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Community Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

Section 18. Other Property. The Declarant and/or Community Association may enter into easement agreements or other use or possessory agreements whereby the Owners and/or Community Association and/or others may obtain the use, possession of, or other rights regarding certain property not within the Properties, on an exclusive or non-exclusive basis, for certain specified purposes. The Community Association shall agree to maintain and pay the taxes, insurance, administration, upkeep, repair, replacement or maintenance of such property, the expenses of which shall be Operating Costs. Any such agreement by the Community Association prior to the Community Completion Date, shall require the consent of Declarant.

Section 19. Indemnification. The Community Association and Owners each covenants and agrees, jointly and severally, to indemnify, defend and hold harmless Declarant and Club Owner and Golf Owner, their respective officers, directors, shareholders, and any related persons or corporations, and their employees, professionals and agents 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 Area, Community Services, Club Facilities or other property serving the Community Association and Golf Facilities, and improvements thereon, or resulting from or arising out of activities or operations of the Community Association, Neighborhood Association or Owners, and from and against all costs, expenses, court costs, counsel 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, or Neighborhood Operating Costs, as the case may be, to the extent such matters are not covered by insurance maintained by the Community Association or Neighborhood Association, as the case may be.

ARTICLE VI
THE CLUB

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Section 1. The Club Facilities. The Club Owner proposes to construct certain Club Facilities within the Properties, as may be designated on the Plat thereof, or otherwise, which is, and subject to the provisions hereof, will remain the property of the Club Owner. By virtue of, and subject to the provisions of this Community Declaration, each Club Member shall have the right to utilize the Club Facilities on a non-exclusive basis in common with such other persons, entities and corporations entitled to utilize the Club Facilities. If a Club Membership is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Club Member shall designate the persons entitled to utilize the Club Facilities. Such designation shall not exceed the number of occupants for which the Home was designed (i.e. two persons per bedroom). The Club Owner, has the right, at any and all times, and from time to time, to further additionally provide and make the Club Facilities available to other individuals, persons, firms or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Community Declaration, reduce or abate any Club Members obligations pursuant to this Community Declaration, or give any Club Members the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

Section 2. Club Membership. Membership in the Club is elected, on a voluntary basis, at the time of the initial purchase of the Homesite. If the initial purchaser of the Homesite elects to be a Club Member, then such election and Club Membership is, thereafter, irrevocable and the rights and obligations associated therewith shall run with the Homesite as provided in this Community Declaration. In the event that the Owner does not elect to be a Club Member, such owner and all future Owners of the Homesite shall not have the right to become Club Members in the future or use the Club Facilities except under such terms and conditions, if any, promulgated by the Club Owner from time to time.

Section 3. Construction of Club Facilities. The Club Owner has constructed, or will construct, the Club Facilities at its sole

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cost and expense. The Club Facilities are contemplated to consist of a multi-function social facility and related amenities together with such equipment and personal as the Club Owner determines in its sole discretion. The Club Owner shall be the sole judge as to the plans, design, location, completion, schedule, materials, size, and contents of the Club Facilities.

The Club Owner has the absolute right to, from time to time, alter or change the Club Facilities, including construction of additional facilities or the removal or modification thereof.

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Section 4. Phasing. The Club Facilities are initially contemplated to consist of three (3) phases, to-wit:

(a) Phase I. Phase I is contemplated to consist of a multi-purpose clubhouse building and associated amenities, an outdoor heated pool, two (2) tennis courts, garden area, sales facility and administrative offices (The sales facility and administrative offices may be utilized by Declarant, without charge, for so long as the Declarant owns any portion of the Properties.);

(b) Phase II. Phase II is contemplated to consist of two (2) tennis courts, spa facility, an outdoor pavilion, barbecue, and four (4) bocci courts,

(c) Phase III. Phase III is contemplated to consist of (2) tennis courts and four (4) shuffle board courts.

Phase I shall be completed prior to the conveyance of 1,000 Homesites by Declarant whose Owners shall have become Club Members; Phase II shall be completed prior to the conveyance of 2,000 Homesites by Declarant whose Owners shall have become Club Members, Phase III shall be completed prior to the conveyance of 3,000 Homesites whose Owners shall have become Club Members. The Club Owner shall have no obligation to construct any Phase unless the required number of Owners of Homesites have become Club Members.

Section 5 Operations. The Club Owner may, at its sole option, delegate the right and duty to operate, manage and maintain The Club to the Community Association as herein provided. Until such time as the operation, management and maintenance of the Club is delegated as aforesaid, The Club shall be under the complete supervision and control of the Club Owner. The Club Owner has the right to own, operate, manage, maintain, insure, etc. The Club Facilities as it determines in its sole discretion. The Club Owner may hire a Management Firm to perform its functions as a reasonable charge therefore. The Management Firm may, or may not, be an affiliate of The Club Owner and/or Declarant. If The Club Owner delegates the right and duty to operate, manage maintain insure, etc. The Club to the Community Association, such right shall be

subject to the Community Association's continuous and diligent performance pursuant to The Club Covenants.

Section 6. Charges. In consideration of the construction of the Club Facilities and providing for use thereof by the Club Members, each Club Member by electing to be a Club Member and acceptance of title to a Homesite shall be deemed to have specifically covenanted and agreed to pay all Club Charges and fees which are set forth herein:

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(a) Each Club Member shall pay, without setoff or deduction, to the Club Owner, or its designee, as a Club Facilities Fee the sum of Forty (\$40.00) Dollars per month. The monthly Club Facilities Fee shall increase by Four (\$4.00) Dollars every three (3) years. The first increase shall be three (3) years from the completion of Phase I of the Club Facilities as described above. Provided, however, the Club Owner shall have the unequivocal right to increase or decrease such Club Facilities Fees upon recordation in the Public Records of a supplemental statement to that effect, which shall affect all Club Members admitted after such date as if such statement were set forth herein, ab initio. No such supplemental statement shall increase the obligations of any Club Member admitted prior to the date of recording.

(b) In addition to the Club Facilities Fee in (I) above, each Club Member agrees and covenants to pay and discharge, in a timely fashion when due, its pro rata portion, as hereinafter set forth, of the Club Operating Costs.

(c) The Club Operating Entity shall have the right to establish and impose charges, for which one or more Club Members (but less than all Club Members) are subject, such as, costs of special services provided to a Club Member relating to special use of The Club.

(d) The Club Members shall collectively bear all expenses associated with The Club so that the Club Owner shall receive the Club Facilities Fee without deduction of expenses or charges in respect of The Club.

(e) In addition to the Club Charges, each Club Member shall pay all applicable sales, use or similar taxes now or thereafter imposed thereon, if any.

(f) Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence. Should the Club Charges, or any other sums due hereunder, herein provided at any time remain due and unpaid for a period of five (5) days after same shall become due, or should a Club Member or Community Association not perform its obligations hereunder, the

Club Member or Community Association, as the case may be, shall be in default hereunder.

(g) Subject to the foregoing, for all Club Members purchasing a Homesite prior to completion of Phase I of the Club Facilities, the Club Charges shall commence upon the substantial completion (as evidenced by a Certificate of Occupancy for the Clubhouse) of Phase I of the Club Facilities. After the completion of the Clubhouse, Club Charges shall commence on the date of conveyance of the Homesite.

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(h) Club Charges shall be payable, in advance, on the first day of each payment period.

Section 7. Collection. If requested by the Club Owner, the Community Association or each Neighborhood Association shall collect the Club Charges at the same time it collects Assessments or Neighborhood Assessments, as the case may be, from the Club Members. Upon collection, the Community Association or Neighborhood Association, as the case may be, shall be deemed to hold the same, in trust, for the Club Owner and for the payments as required. Upon collection, the Community Association or Neighborhood Associations, as the case may be, shall forthwith forward Club Facilities Fee and/or the Club Operating Costs to the Club Operating Entity, together with a record of which Club Members did, and did not, pay. During the period when the Community Association is operating the Club pursuant to the Club Covenants, then the Community Association is granted the conditional license to retain those portions of the Club Charges, other than the Club Facilities Fee, for the strict purpose of paying the expenses associated with The Club. The Community Association and/or Neighborhood Association, as the case may be, shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of the Club Owner and/or Club Operating Entity. Notwithstanding anything in this Community Declaration to the contrary, in the event that the Community Association or Neighborhood Associations, as the case may be, collects funds from the Club Members (whether or not those funds are designated as payment of Club Charges or Assessments or Neighborhood Assessments) those funds shall be first allocated to the payment of Club Facilities Fees and then to the payment of Club Operating Costs and then to the payment of Assessments for Community Association purposes and then to the payment of Neighborhood Assessments for Neighborhood Association purposes.

Section 8. Allocation of Costs.

(a) For the period until the adoption of the first annual budget, the Club Charges shall be established by, allocated as set forth in, the initial budget for The Club ("budget").

(b) Commencing on the first day of the period covered by the budget and until the adoption of the next annual budget, and until there are one thousand (1,000) Club Members, the costs shall be allocated so that each Club Member shall pay its pro-rata portion of the costs based upon a fraction, the numerator of which is one (1) and the denominator of which is one thousand (1,000). After there are one thousand (1,000) Club Members, the next annual budgets shall be based upon the average estimated numbers of Club Members during that year, as estimated by the Club Owner. Provided, however, in the event the Club Owner determines that after the Community Completion Date, there will be less than one thousand (1,000) Club Members and the allocation of Club Operating Costs shall be based upon the number of Club Members in the Community. ^{OR} 1417 PAGE 245
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(c) In the event the estimate of Club Operating Costs for the year is, after the actual costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Club Owner: (I) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately collected from the Club Members.

The Club Operating Entity shall have the unequivocal right to collect Club Operating Costs retroactively on January 1st of any year, whose costs shall relate back to the date that the collection could have been made.

(d) Each Club Member 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 Club members or others of any sums due.

Section 9. Allocation. Except as hereinafter specified to the contrary, Club Operating Costs shall be allocated equally to each Club Member.

Section 10. Special Costs Allocation. Except as hereinafter specified to the contrary, special costs may be collected from the Club Members benefiting from, or subject to, the special service or cost as specified by the Club Operating Entity.

Section 11. Initial Budgets. The budget prepared by Club Owner is adopted as the Club Budget for the period of operation until adoption of the first annual Club Budget. Thereafter, annual budgets shall be prepared and adopted by the Club Operating Entity. All budgets shall be subject to approval by the Club Owner.

Section 12. Establishment of Club Costs. Club Charges shall be established in accordance with the following procedures:

(a) Club Charges, which shall include the Club Facilities Fee in the amounts set forth in Section 6 above, shall be established by the adoption of a projected operating budget. Written notice of the amount and date of commencement thereof shall be given to each Club Member not less than ten (10) days in advance of the due date of the first installment thereof. Club Charges shall, unless otherwise specified by the Club Owner, be payable, in advance, at such time as the Community Association collects Community Assessments from the Club Members.

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(b) The Club Operating Entity may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including Management Firm, the power and authority to establish specific fees, dues or charges to be paid by Club Members for any special services provided to, or for the benefit of a Club Member, for any special or personal use of the Club Facilities, or to reimburse the expenses incurred in connection with that service or use. The sums established shall be payable by the Club Member utilizing the service or facility as determined by the Club Operating Entity.

(c) The budget may, at the election of the Club Owner, establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Club Facilities.

(d) The Club Operating Entity may, but is not obligated to, establish a working capital fund for the operation of the Club Facilities. If so, each Club Member shall pay an amount equal to the sums determined to be due from that Club Member either (i) for the Club Members which join the Club prior to substantial completion of Phase I, at the time of the first payment of Club Charges; and (ii) thereafter, at the time of conveyance of each Homesite. Each Club Member's share of the working capital fund shall be transferred to the Club Operating Entity at that time. The purpose of this fund is to assure that the Club Operating Entity will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Club Charges.

(e) The Club Operating Entity shall prepare and maintain a ledger noting charges due from, and payments by, each Club Member. The ledger shall be kept in the office of the Club Operating Entity, or its designee, and the portion pertaining to a Club Member shall be open to inspection by that Club Member. Upon demand and payment of a reasonable charge therefor, there shall be furnished to a Club Member a certificate in writing setting forth whether the Club Charges have been paid and/or the amount which is due as of any date. As to parties other than Club Members who, without knowledge of error, rely on the certificate, the

certificate shall be conclusive evidence of the amount of any charges therein stated.

(f) Each Club Member waives its rights (if any) to an accounting related to Club Charges and/or Club Operating Costs. Provided, however, that the Club Owner shall make public, within sixty (60) days following the end of each fiscal year, a complete financial report of the actual, total receipts of the mandatory Club Fees received by it and an itemized listing of the expenditures made by it from such fees for that year. Such report shall be made public by mailing it to each Club Member, by publishing it in a publication regularly distributed within the Community or by posting it in prominent locations in the Community.

Section 13. Covenant. Each Club Member, by electing to be a member of The Club and acceptance of title to a Homesite, shall be deemed to have covenanted and agreed to pay all Club Charges, including the Club Facilities Fee, its pro-rata portion of Club Operating Costs, and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable costs and attorney's and paralegal fees at all levels, including appeals, collections and bankruptcy.

Each Club Member shall pay all taxes and obligations relating to its Homesite which, if not paid, could become a lien against the Homesite superior to the lien for Club Charges created by this Community Declaration.

Section 14. Creation of the Lien and Personal Obligation. Each Club Member, by electing to be a member of The Club and acceptance of a deed or instrument of conveyance for the acquisition of title to a Homesite, shall be deemed to have covenanted and agreed that the Club Charges, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Club Owner encumbering the Homesite and all personal property located thereon owned by the Club Member. The lien is effective from and after recording a Claim of Lien in the Public Records, stating the description of the Homesite, name of the Club Member, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the Club Member who was the Owner of the Homesite at the time when the charge or fee became due, as well as the its heirs, devisees, personal representatives, successors or assigns. Such lien may also be enforced by the Club Operating Entity, however, the claim of the Club Owner for Club Facilities Fees is, subject to the provisions of Section 15 below, paramount to all

other claims. Further, the lien created by this Section is superior to the lien of the Community Association and/or any Neighborhood Association for Assessments and/or Neighborhood Assessments, as the case may be.

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Section 15. Subordination of the Lien to Mortgages. The lien for such fees and charges shall be subordinate to bona fide first mortgages on any Homesite, if the mortgage is recorded in the public records prior to the Claim of Lien. The lien shall not be affected by any sale or transfer of a Homesite, except in the event of a sale or transfer of a Homesite pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for such fees and charges encumbering the Homesite or chargeable to the former owner of the Homesite 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 Club Members (including such acquirer of title) as a part of the Club Charges. Any sale or transfer pursuant to a foreclosure shall not relieve the successor Club Member from liability for, nor the Homesite 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.

Section 16. Acceleration. In the event of a default in the payment of any such fees or charges, the Club Owner and/or Club Operating Entity, may accelerate the fees or charges then due for up to the next ensuing twelve (12) month period.

Section 17. Non-payment. If any Club Charges are not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest 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. The Club Owner and/or Club Operating Entity, may, at any time thereafter, bring an action at law against the Club Member personally obligated to pay the same, and/or foreclose the lien against the Homesite, or both. There shall be added to the fees and charges, all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' (and paralegals) fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Club Member 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 The Club or abandonment of a Homesite.

Section 18. Suspension. Should a Club Member not pay sums required hereunder, or otherwise default, for a period of forty-five (45) days, the Club Operating Entity may, without reducing or terminating that Club Members' obligations hereunder, suspend that

Club Members' rights to use the Club Facilities until all fees and charges are paid current and/or the default is cured.

Section 19. Exemption. Notwithstanding anything to the contrary herein, except as specifically provided herein, neither Declarant or Club Owner or any Homesite or property owned by Declarant or Club Owner or Golf Owner shall be responsible for any portion of such fees and charges.

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Section 20. Rights to Pay and Receive Reimbursement. Club Owner and/or Community Association and/or Neighborhood Association shall have the right, but not the obligation, and in its sole option, to pay any Club Charges which are in default and which may or have become a lien or charge against any Homesite. 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 Community Association and/or Neighborhood Association shall have the right, but not the obligation, at its sole option, to loan funds and pay insurance premiums, taxes or other items of costs on behalf of the Club Member to protect its lien. The party advancing the funds shall be entitled to immediate reimbursement, on demand, from the Club Member for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus 4%, plus any costs of collection including, but not limited to, reasonable attorneys' (and paralegals') fees at all levels including appeals, collections and bankruptcy.

Section 21. Declarant. The Declarant and Community Association, Neighborhood Association and Golf Owner are not the Club Owner and shall not be responsible for the activities of the Club Owner and, conversely, the Club Owner shall not be responsible for the activities of the Declarant, Community Association, Neighborhood Association and Golf Owner.

Section 22. Club Covenants. The Community Association and each Neighborhood Association and each Club Member, where applicable, shall be bound by and comply with the Club Covenants which are incorporated herein by reference.

Section 23. Rules. The Club Operating Entity shall have the right to adopt rules and regulations governing the use of the Club Facilities. Each Club Member, and each person claiming use rights by, through or under each Club Member, shall comply with the provisions of all Rules and Regulations promulgated concerning the use of The Club.

Section 24. Right to Acquire. Although the Club arrangement is not a lease of recreation facilities, the Club Owner grants to the Club Members the rights to acquire the Club Facilities pursuant to the provisions of F.S. 617.31 as it exists as of the date hereof.

Section 25. Ratification. Each Club Member, by electing to be a Club Member and acceptance of title to a Homesite, and the Community Association and each Neighborhood Association, ratifies and confirms the provisions hereof relating to The Club and agrees as follows:

(a) It is in the best interest of each of them, ^{OR 1417 PAGE 250} the community as a whole, and property values therein, to provide for The Club to be located within the Community;

(b) The terms hereof relating to The Club and the Club Charges imposed hereby, including the Club Facilities Fee, are not unconscionable and are fair and reasonable given the nature of the Club Facilities provided and the cost thereof;

(c) There were significant other housing opportunities available to the Club Members in the general location of the Community, both with and without Club Facilities;

(d) The decision to become a Club Member was voluntary.

(e) Full disclosure of the nature of the Club Facilities and obligations associated therewith was made to each Club Member prior to that Club Member executing a contract to purchase a Homesite and Club Member did, or was afforded the opportunity to, consult with an attorney;

(f) The fact that the Club Owner, is, or may be, affiliated with the Declarant, or that the members of the Board may be appointed, and/or employed, by Declarant is acknowledged and any conflict arising therefrom waived;

(g) That Declarant, Community Association or Club Owner, have fully discharged all duties to each Club Member concerning The Club including, but not limited to and without acknowledging or imposing same, any fiduciary duties imposed by law; and

(h) That the provisions of this Community Declaration does not grant any ownership rights in the Club Facilities in favor of the Community Association or Club Members but, rather, grants a non-exclusive license and membership to use the Club Facilities subject to full compliance with all obligations imposed on each of them relating thereto.

Section 26. Default. Should the Community Association fail or refuse or otherwise be excused from performance of its obligations hereunder or under the Club Covenants, then:

(a). Each Club Member acknowledges and agrees that the Club Owner shall have the right to terminate the right of the Community

Association to operate and/or manage and/or maintain The Club and may re-assume such operation and/or management and/or maintenance and/or may delegate same to others;

(b) Each Club Member shall make payments of all Club Charges directly to the Club Owner or as directed by the Club Owner.

ARTICLE VII
THE GOLF CLUB

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Section 1. The Golf Facilities. The Golf Owner proposes to construct certain privately owned Golf Facilities within the Properties, as may be designated on the Plat thereof, or otherwise, which is, and subject to the provisions hereof, will remain the property of the Golf Owner. The Golf Facilities are not part of the Common Area and no rights of use or otherwise are covered. The Golf Facilities will, or may be, made available to certain owners within the Community on a "first come, first served" basis. Memberships may be offered and, if so, will be governed by the terms of the memberships granted and policies adopted by the Golf Owner. Each Golf Member shall have the right to utilize the Golf Facilities on a non-exclusive basis in common with such other persons, entities and corporations entitled to utilize the Golf Facilities pursuant to the terms of its membership or play policies. The Golf Owner, has the right, at any and all times, and from time to time, to provide and make the Golf Facilities available to other individuals, persons, firms or corporations, as it deems appropriate, including persons who may not be Owners or members of the Community Association and operate the Golf Facilities on a private, semi-private, or public course basis. The Golf Owner may, in its sole discretion, establish conditions for use of the Golf Facilities and determine eligibility for use thereof and require the payment of membership fees or contributions, due or other charges.

Section 2. Golf Membership. The Golf Owner makes no representations as to the availability of memberships or the capacity of the Golf Course to accommodate all Owners in the Community.

Section 3. Construction of Golf Facilities. The Golf Owner has constructed, or will construct, the Golf Facilities, consisting of up to 18 holes of golf, together with related amenities and Clubhouse at its sole cost and expense. The Golf Course may be constructed in phases. The Golf Owner shall be the sole judge as to the plans, design, location, completion, schedule, materials, size, and contents of the Golf Facilities.

The Golf Owner has the absolute right to, from time to time, alter or change the Golf Facilities, including construction of additional

facilities or the removal or modification thereof. ^{OR} ^{BOOK} 1417 PAGE 252

Section 4. Operations. The Golf Owner may, at its sole option, delegate the right and duty to operate, manage and maintain the Golf Facilities. Until such time as the operation, management and maintenance of the Golf is delegated as aforesaid, the Golf Facilities shall be under the complete supervision and control of the Golf Owner. The Golf Owner has the right to own, operate, manage, maintain, insure, etc. the Golf Facilities as it determines in its sole discretion. The Golf Owner may hire a management firm to perform its functions at a reasonable charge therefore. The management firm may, or may not, be an affiliate of The Golf Owner and/or Declarant.

Section 5. Charges. All Golf Charges and fees shall be as determined by the Golf Memberships or policies and procedures determined by the Golf Owner in its sole discretion.

Section 6. Declarant. The Declarant, Community Association, Neighborhood Association and Club Owner is not the Golf Owner and shall not be responsible for the activities of the Golf Owner and, conversely, the Golf Owner shall not be responsible for the activities of the Declarant, Community Association, Neighborhood Association and Club Owner.

Section 7. Rules. The Golf Operating Entity shall have the right to adopt rules and regulations governing the use of the Golf Facilities. Each Golf Member, and each person claiming use rights by, through or under each Golf Member, shall comply with the provisions of all Rules and Regulations promulgated concerning the use of the Golf Facilities. No person, firm or corporation shall interfere with the Golf Facilities or play thereon or use thereof.

Section 8. Ratification. Each Golf Member, by electing to be a Golf Member, ratifies and confirms the provisions hereof relating to the Golf Facilities and agrees as follows:

(a) It is in the best interest of each of them, the Community as a whole, and property values therein, to provide for the Golf Facilities to be located within the Community;

(b) The terms hereof relating to the Golf Facilities and the Golf Charges imposed are not unconscionable and are fair and reasonable given the nature of the Golf Facilities provided and the cost thereof;

(c) There were significant other housing opportunities available to the Golf Members in the general location of the Community, both with and without Golf Facilities;

(d) The decision to become a Golf Member was voluntary.

(e) Full disclosure of the nature of the Golf Facilities and obligations associated therewith was made to each Golf Member prior to that Golf Member executing a contract to purchase a Homesite and Golf Member did, or was afforded the opportunity to, consult with an attorney;

(f) The fact that the Golf Owner, is, or may be, affiliated with the Declarant, or that the members of the Board may be appointed, and/or employed, by Declarant is acknowledged and any conflict arising therefrom waived;

(g) That Declarant, Community Association or Golf Owner, have fully discharged all duties to each Golf Member concerning the Golf Facilities including, but not limited to and without acknowledging or imposing same, any fiduciary duties imposed by law; and

(h) That the provisions of this Community Declaration does not grant any ownership rights in the Golf Facilities in favor of the Community Association or Golf Members but, rather, grants certain rights to possibly use the Golf Facilities subject to full compliance with all obligations imposed on each of them relating thereto.

ARTICLE VIII MAINTENANCE OBLIGATIONS

Section 1. Common Area. Except as otherwise specifically provided in this Community Declaration to the contrary, the Community Association shall at all times maintain, repair, replace and insure the Common Area, including all improvements placed thereon.

Section 2. Community Services. Except as otherwise specifically provided in this Community Declaration to the contrary, the Community Association shall, at all times make arrangements to provide Community Services to the Community.

Section 3. Homesites. Except as otherwise provided in this Community Declaration, each Homesite and all improvements thereon and appurtenances thereto, shall be maintained in first class condition by the Owner thereof, in accordance with the requirements of this Community Declaration, Community Standards, and the Rules and Regulations promulgated from time to time.

Section 4. Adjoining Areas. Each Owner shall also maintain those drainage areas, swales, lake maintenance easements, drives and pavement and landscape areas which adjoin its Homesite.

Section 5. Negligence. Notwithstanding anything to the contrary contained in this Community Declaration, the expense of any maintenance, repair or construction of any portion of the Common Area, Community Service, Club Facility or Golf Facility necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Area, Community Service, Club Facility or Golf Facility by, through or under Owner, shall be borne solely by such Owner and the Homesite owned by that Owner shall be subject to a Special Assessment for that expense.

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Section 6. Right of Entry. The Declarant, Club Owner, Golf Owner, Community Association and Neighborhood Association are granted a perpetual and irrevocable easement over, across and through the Properties for the purposes herein expressed, including the right to inspect (including inspection to ascertain compliance with the provisions of this Community Declaration or Neighborhood Declaration) or to perform any maintenance, alteration or repair which it is entitled to perform.

Section 7. Additional Maintenance. The Community Association shall, if designated by Declarant by notice to the Community Association, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Declarant upon areas which are not within the Properties but abut, or are proximate to, same and are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or Community Development Districts, so as to enhance the appearance of the Properties. These areas may include (for example and not limitation) swale areas or median areas within the right of way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights of ways or other abutting waterways.

Section 8. Restrictions. The Properties may be subject to governmental and other restrictions or requirements. There may be various rights granted to and responsibilities imposed upon the Community Association or Neighborhood Associations and/or Owners, arising from those restrictions or requirements arising out of restrictions, reservations, easements and limitations of record otherwise affecting the Properties. The Community Association, Neighborhood Associations, and Owners shall comply with, and discharge their respective duties relating thereto.

ARTICLE IX USE RESTRICTIONS

Section 1. Owners. Each Owner and the members of its family, invitees, servants, occupants and guests and other persons or entities shall observe, and comply with, all provisions of this

Community Declaration, Neighborhood Declaration and Rules and Regulations which now or may hereafter be promulgated, from time to time, for the use, care, safety and cleanliness of the Properties, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Properties. The Rules and Regulations as promulgated, from time to time, shall be effective from the date of adoption. Neither the Declarant nor Club Owner nor Golf Owner nor Community Association nor Neighborhood Association shall be bound by the Rules and Regulations or liable to any Owner due to any violation of the Rules and Regulations as promulgated, from time to time. The Rules and Regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

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Section 2. Age of Residents. Subject to all ordinances, as they may be amended from time to time, each Home must be occupied by at least one (1) person over the age of fifty-five (55) years of age. Persons under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Home as long as at least one of the occupants is over the age of fifty-five (55) years. 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 total in any calendar year. Notwithstanding the above, if a Home is transferred by inheritance, the requirement of the Home being occupied by a person over the age of fifty-five (55) years is waived as to occupancy by the heirs for so long as no permanent occupant is under the age of eighteen (18) years and at least eighty (80%) percent of the Homes in the Community are occupied by at least one person who is over the age of fifty-five (55) years. Subject to the terms of this Community Declaration, the Articles and By-Laws, the Community Association shall have the authority to make any additional capital improvements upon the Common Area necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

ARTICLE X NEIGHBORHOODS

Section 1. Neighborhoods. Every Homesite shall be located within a Neighborhood. Each Neighborhood shall be as designated by Declarant, in its sole discretion, by the filing of a Neighborhood Declaration or by annexation thereto.

Section 2. Neighborhood Associations. Declarant, or its designees, may record instruments subjecting a portion of the Properties to a Neighborhood Declaration. Thereupon, such portion of the Properties shall then be subject to both this Community

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Declaration and such Neighborhood Declaration. The Neighborhood Declaration shall also create a Neighborhood Association, with such rights, powers, duties or privileges set forth therein. Each Owner in that Neighborhood shall be a member of the Neighborhood Association under such terms and conditions as may be provided therein. Each Owner shall comply with the applicable provisions of the Neighborhood Declaration and a violation thereof shall, at the election of either Declarant or the Community Association also constitute a violation hereof. In the event of a conflict between the provisions of this Community Declaration and a Neighborhood Declaration, the provisions of this Community Declaration shall govern. In the event that a Neighborhood Declaration contains provisions or imposes conditions concerning the same subject matter as contained herein, the strictest of such conditions or provisions shall govern.

Section 3. Neighborhood Common Areas.

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(a) The Neighborhood Operating Costs shall be borne by the Owners of Homesites located in the Neighborhood as set forth in a Neighborhood Declaration.

(b) A Neighborhood Association shall have the right, with Declarant's prior written consent, to contract with the Community Association, or any other Neighborhood Association, to provide for the operation and maintenance of its Neighborhood Common Areas.

Section 4. Rights of Declarant Regarding Neighborhood Associations. Declarant hereby reserves, until the Community Completion Date, the right and the power, but neither the duty nor the obligation, without the consent of any other person or entity being required:

(a) To amend the specific provisions of this Community Declaration insofar as they apply to one or more Neighborhoods, without amending those provisions with respect to all such Neighborhoods.

(b) No Neighborhood Declaration may be amended, modified or terminated without the prior written consent of Declarant which may be granted or withheld in its sole discretion.

(c) To require that specific provisions be included in Neighborhood Declarations, including, without limitation, any provisions required to render such Neighborhood Declarations consistent with this Community Declaration.

(d) To delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, any obligation of maintenance or repair created under this Community Declaration

to a Neighborhood Association whose members benefit from the performance of such obligation.

(e) To require that the fiscal year of any Neighborhood Association be the same as that of the Community Association.

(f) To review and approve the budget of any Neighborhood Association prior to its adoption by the Neighborhood Association.

(g) To approve or deny approval of the merger of any two or more Neighborhood Associations.

(h) To enforce, in its own name, or otherwise, the provisions of this Community Declaration with respect to any violation hereof by a Neighborhood Association or any Owner with respect to any Neighborhood Declaration.

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Section 5. Certain Rights.

(a) Enforcement. If any Neighborhood Association fails to comply with this Community Declaration or a Neighborhood Declaration, Declarant and/or the Community Association shall have the right and power, but neither the duty nor the obligation, to enforce the provisions of this Community Declaration or the Neighborhood Declaration. In addition the Declarant and/or Community Association shall have the right, but not the obligation, to perform the Neighborhood Associations duties and responsibilities, or to seek judicial relief or remedy to require compliance with same, and to obtain payment of the cost of such performance or enforcement.

(b) Entry Rights. The Declarant and/or the Community Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property administered by a Neighborhood Association to carry out the provisions of this Community Declaration or the applicable Neighborhood Declaration, and the same shall not constitute a trespass.

(c) Special Assessments. The Community Association shall have the right, in addition to any other Assessment rights, to specially assess the members of a Neighborhood Association for expenses incurred by the Community Association in relating to such Neighborhood Association, as determined by the Community Association, in its sole discretion.

(d) Collection of Assessments. The Declarant, Club Owner and Community Association shall have the option of requiring the Neighborhood Associations to collect the Club Charges and/or Assessments and remitting same monthly, quarterly or semi-annually, at the option of the Club Owner or Community Association, or having

the Community Association act as collection agent for all Neighborhood Associations as to all Neighborhood Assessments. If the Community Association elects to collect the Neighborhood Assessments it will remit the Neighborhood Assessments so collected to the respective payees pursuant to such procedures as may be adopted by the Community Association and pursuant to the following:

(i) In the event that the Club Charges and Assessments payable to the Community Association and a Neighborhood Association are received in a lump sum and such sum is less than sufficient to pay the three (3) entities, the amount collected, regardless of payment designation, shall be applied first to the Club Charges, then to Assessments, then to Neighborhood Assessments (each entity to be paid in full before the next listed one is paid).

(ii) If Neighborhood Assessments are being collected by the Community Association, each Neighborhood Associations shall notify the Community Association, by written notice given at least thirty (30) days in advance, of any changes in the amount of the Neighborhood Assessments due to it or the frequency at which such Neighborhood Assessments are to be collected.

(iii) If acting as collection agent, the Community Association shall have the power, but not the obligation, to record liens or take any other actions with regard to delinquencies in Neighborhood Assessments in accordance with the applicable provisions of the Neighborhood Declaration. All costs and expenses of exercising such rights shall nevertheless be paid by the applicable Neighborhood Association (which shall be entitled to receive payment of such costs and expenses which are ultimately recovered).

(iv) The Community Association may change, from time to time, by sixty (60) days prior written notice to a Neighborhood Association, the procedures set forth in this Article, in whole or in part.

ARTICLE XI INSURANCE

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

Section 1. Flood Insurance. If the Common Area is 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 Area located within a designated

flood hazard area.

Section 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 the Declarant (until the Community Completion Date), Club Owner, Golf Owner and Community Association.

Section 3. Other Insurance. Such other insurance coverages as it deems appropriate from time to time. All coverages obtained by the Community Association shall cover all activities of the Community Association and all Common Area, Community Services, and equipment owned or maintained by the Community Association, whether or not the Community Association owns title thereto.

Section 4. Homes. Each Owner shall maintain adequate insurance to provide sufficient proceeds to rebuild its Home in the event of casualty. Proof of such insurance shall be provided to the Community Association upon request.

Section 5. Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Community Association, and all other persons handling or responsible for funds of, or administered by, the Community Association. In the event the Community Association delegates some or all of the responsibility for the handling of the funds to a Management Firm or Neighborhood Association, such bonds are required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Community Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements:

(a) The bonds shall name the Community Association as an obligee and if the Community Association is administering funds of any Neighborhood Association, the bonds shall also name the Neighborhood Association as an obligee.

(b) 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.

(c) The premiums on the bonds, except for premiums on fidelity bonds maintained by a Management Firm or Neighborhood Association, or its officers, employees and agents, shall be paid by the Community Association.

(d) 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 the Declarant (until the Community Completion Date), Club Owner, Golf Owner and Community Association.

Section 6. Community Association as Agent. The Community Association is irrevocably appointed agent for each Owner of any interest relating to the Common Area and Community Services to adjust all claims arising under insurance policies purchased by the Community Association and to execute and deliver releases upon the payment of claims.

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Section 7. Responsibility. In the event of damage to the Common Area and/or Community Services, or any portion thereof, the Community Association shall be responsible for reconstruction or replacement after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for prompt reconstruction after casualty. In the event of damage to the Club Facilities, the responsibility for reconstruction shall be as provided in the Club Covenants. In the event of damage to the Golf Facilities, the responsibility, if any, for reconstruction shall be that of the Golf Owner.

Section 8. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s) and, prior to the Community Completion Date, as deemed appropriate by Declarant, in its sole discretion.

Section 9. Additional Insured. The Declarant, Club Owner, Golf Owner and their respective lender(s) shall be named as additional insured on all policies obtained by the Community Association, as their interests may appear.

Section 10. Cost of Payment of Premiums. The costs of all insurance maintained by the Community Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are part of the Operating Costs.

ARTICLE XII PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in the Properties 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:

(a) The right of Declarant to restrict the use of certain portions of the Common Area to the Owners of certain Homesites as Exclusive Common Area.

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

(c) The right to suspend the voting right and right to use all (except ingress and egress and necessary utilities) or a portion of the Common Area or Community Services by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of Rules and Regulations governing the use of the Common Area or Community Services. ^{OP} 1417 ^{MOD} PAGE 261

(d) The right of Declarant and/or Community Association to modify the Common Area and/or Community Services as set forth in this Community Declaration. The right of the Club Owner and Golf Owner to modify the Club Facilities and Golf Facilities as set forth in this Community Declaration.

(e) The rights of Declarant and/or Community Association and/or Club Owner and/or Golf Owner regarding the Properties, as reserved in this Community Declaration, including the right to utilize the same and to grant use rights, etc. to others.

(f) Rules and Regulations adopted governing use and enjoyment of the Common Area and/or Community Services.

(h) The rights of the Club Owner to suspend or terminate all rights of the Community Association and/or Club Members rights should the Community Association and/or the Club Members not comply with its/their obligation(s) with respect to The Club.

(i) The rights of the Declarant and/or Community Association to protect all or portions of the Common Area and Community Services against foreclosure or being involuntarily subject to the public domain.

Section 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 a part of, the Properties, and for vehicular traffic over, through and across such portions of the Properties as, from time to time, may be paved and intended for such purposes. The use

of the ingress and egress easements shall be subject to such restrictions as to usage and Rules and Regulations as promulgated, from time to time, by the Declarant and/or Community Association, provided, however, that notwithstanding anything to the contrary, each Owner shall have an easement for ingress and egress from its Homesite to a public right of way. Declarant shall have the obligation to cause the construction of a paved roadway to provide such access. Specific and/or additional easements may also be created, from time to time, by Declarant and/or Community Association, in accordance with the provisions hereof. The Club Owner and Golf Owner shall also have the right to create easements, etc. over, through and across the Club Facilities and Golf Facilities respectively as it deems appropriate in its sole discretion and each person utilizing the Club Facilities and/or Golf Facilities shall likewise have an easement for ingress and egress as is necessary to utilize the Club Facilities and/or Golf Facilities.

Section 3. Of Record. The Properties are subject to easements, reservations, restrictions, conditions, declarations and limitations of record, now or hereafter created. In the event Declarant or Club Owner or Golf Owner or Community Association, or their nominees, or an entity affiliated with either of them, files, or joins in, additional matters of record, including, but not limited to, platting or replatting, relating to all or a portion of the Community which effect the Properties, then the Properties shall be subject to the terms thereof as if they were recorded prior to the recording of this Community Declaration. OR 1417 PAGE 262
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Section 4. Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner and Golf Owner and such other parties over, upon, across, and under the Properties as may be required in connection with the development of the Community, the Club Facilities, the Golf Facilities and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homesites and Homes, the Club Facilities, the Golf Facilities and other lands designated by Declarant.

Section 5. Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Area and Community Services to occupants or lessees of that Owner's Home subject to the provisions of this Community Declaration and the Rules and Regulations, as may be promulgated, from time to time. A copy of the lease or occupancy agreement shall be provided to the Community Association. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

Section 6. Easement for Encroachments. In the event that any improvement upon Common Area or Club Facilities or Golf Facilities or Homesite, as originally constructed, shall encroach upon any other property or improvements thereon, for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

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Section 7. Permits, Licenses and Easements. Prior to the Community Completion Date, the Declarant, and thereafter the Community Association, shall, subject to the continued right of ingress and egress, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through the Properties (including Homesites and/or Homes) for cable t.v., security systems, utilities, roads, and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner and the Community Association and each Neighborhood Association shall be deemed to have granted to Declarant and, thereafter, the Community Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed. The Club Owner and Golf Owner shall also have the right to create such grants, easements, etc. over, on in connection with, the Club Facilities and Golf Facilities.

Section 8. Support Maintenance and Public Services Easement. An easement is hereby created for the existence, maintenance and replacement of supporting structures in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across the Properties (including Homesites, Homes and Club Facilities and Golf Facilities) for the reasonable and necessary maintenance of Common Area, Community Services, Club Facilities, Golf Facilities, utilities, cables, wires and other similar facilities. An easement is hereby created for the purpose of providing public services, such as police and fire services.

Section 9. Drainage. A nonexclusive easement shall exist in favor of Declarant, Club Owner, Golf Owner, the Community Association, Neighborhood Association, and their designees, and the Water Management District or Community Development District having jurisdiction over the Properties over, across and upon the Properties for drainage and water management purposes. An easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of the Properties, including Homesites, in order to construct, maintain or repair, as necessary, any water management areas 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 of the Properties and/or installation or maintenance

of utilities or which may obstruct or retard the flow of water through the Properties and/or water management areas and facilities or otherwise interfere with any drainage and/or easement provided for in this Article or the use rights set forth elsewhere in this Community Declaration.

Section 10. Recreational Facilities. A non-exclusive easement shall exist in favor of the Club Owner and Golf Owner and its respective designees, invitees, etc. over and upon the Properties necessary for ingress, egress, access to, construction, maintenance or repair of the Club Facilities and Golf Facilities.

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Section 11. Lake and Canal Maintenance Easement. There is a lake and canal maintenance easement around the lakes and canal(s), as shown on the Plat, which is part of the Common Area. Said easement is contiguous to the rear yard of those Homesites bordering on the lakes and canals. It is the responsibility of each Owner whose Homesite borders on the lakes or canals to maintain that portion of the lake and canal maintenance easement contiguous to the lot lines of said Homesite.

Section 12. Easement for Golf Balls; Limitation of Liability. An easement is hereby created for errant golf balls over and across that part of the Properties adjacent to any golf course for golfers at reasonable times and in a reasonable manner to retrieve errant golf balls; provided, however, no such right shall be exercised on any part of the Properties that is separated from the golf course by landscaping, or a fence or wall, or any other improvement in such a manner as to prevent or impede access from the golf course. The Declarant, Community Association, Neighborhood Association, Club Owner or Golf Owner shall not be responsible or liable in any way for any disputes between an owner and any person using the golf course. All Owners, by acceptance of delivery of a deed to a Homesite assume all risks associated with errant golf balls, and agree and covenant not to make any claim or institute any action whatsoever against Declarant, Community Association, the Club Owner, the Golf Owner or the irrelative assigns arising or resulting from any errant golf balls or any damages that may be caused thereby.

Section 13. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

ARTICLE XIII ASSESSMENTS

Section 1. Types of Assessments. In addition to the obligations of Owners set forth elsewhere in this Community Declaration, there are several types of Assessments for which Owners are liable, as follows:

(a) Assessments for all Operating Costs.

(b) The Community Association may levy additional Assessments for any reasonable purpose, including, without limitation, expenditures for capital improvements for or on Common Area or for reconstructing or replacing such improvements and/or providing or replacing equipment necessary for Community Services. Until the Community Completion Date, Assessments for capital improvements shall require the prior written consent of the Declarant. Assessments pursuant to this paragraph shall be payable in such manner and at such times as determined by the Community Association, and may be payable in installments extending beyond the fiscal year in which the Assessment is approved.

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(c) Assessments for which one or more Owners (but less than all Owners) with the Properties are subject, such as, costs of special services provided to a Homesite or Owner or cost relating to enforcement of the provisions of this Community Declaration or the architectural provisions hereof as it relates to a particular Owner or Homesite.

Section 2. Designation. The designation of Assessment type shall be made by the Community Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budgets prepared by the Community Association. The designation shall be binding upon all Owners.

Section 3. Allocation of Operating Costs.

(a) 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.

(b) Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Operating Costs shall be allocated so that each Owner shall pay its pro-rata portion of Operating Costs based upon a fraction, the numerator of which is one (1) and the denominator is one thousand (1,000) provided, however that the Declarant reserves the right to have the denominator be the number of Homesites in the Community conveyed to Owners as of the immediately preceding October 31st. If such election is made, the Declarant shall notify the Community Association and the Community Association and Owners shall be bound thereby.

(c) For a period beginning with the recording of this Community Declaration and ending one (1) year from the date thereof, unless extended by Declarant, in its sole discretion, the Declarant shall pay the portion of Operating Costs incurred which

exceeds the amounts assessed against Owners.

(d) In the event the Operating Costs estimate for the year is, after the actual Operating Costs for that period is known, more or less than the actual costs, then the difference shall, at the election of the Community Association: (i) be added or subtracted, as the case may be, to the calculation for the next ensuing year; or (ii) be immediately collected from the Owners.

The Community Association shall have the unequivocal right to assess retroactively on January 1st of any year. Such Assessment shall relate back to the date that the Assessment could have been made.

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(e) 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.

Section 4. General Assessments Allocation. Except as hereinafter specified to the contrary, Assessments shall be allocated equally to each Owner.

Section 5. Special Assessment Allocation. Except as hereinafter specified to the contrary, Special Assessments shall be made against the Owners benefiting from, or subject to, the special service or cost as specified by the Community Association.

Section 6. Commencement of First Assessment. Assessments shall commence, as to each Owner, on the day of the conveyance of title of a Homesite to an Owner. The Assessments in effect at that time shall be adjusted according to the number of months remaining in the Assessment period after such date.

Section 7. Initial Budgets. The initial budget prepared by Declarant is adopted as the Community Association budget for the period of operation until adoption of the first annual Community Association Budget. Thereafter, annual budgets shall be prepared and adopted by the Community Association. The Community Association shall prepare an annual budget and provide it to its Members pursuant to the provisions of F.S. 617.303(6).

Section 8. Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

(a) Assessments shall be established by the adoption of a projected annual operating budget. 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. Assessments shall be payable monthly or at

such other less frequent times as determined by the Community Association, not to exceed quarterly.

(b) Special Assessments against the Owners and all other fees, dues and charges, may be established by the Community Association, from time to time, as shall be payable at such time or time(s) as determined.

(c) The Community Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including Management Firm, the power and authority to establish specific fees, dues or charges to be paid by Owners for any special services provided to, or for the benefit of an Owner or Homesite, for any special or personal use of the Common Area and/or Community Services, or to reimburse the Community Association for the expenses incurred in connection with that service or use. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Community Association.

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(d) The budget may, at the election of the Declarant, or Community Association, establish and maintain a reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and/or Community Services.

(e) The Community Association may, but is not obligated to, establish a working capital fund for the operation of the Community Association. If so, there shall be collected from each Owner at the time of conveyance of each Homesite, an amount equal to the sums determined to be due from that Owner. Each Owner's share of the working capital fund shall be transferred to the Community Association, at that time. The purpose of this fund is to assure that the Community Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts paid into the fund are not to be considered as advance payment of Assessments.

(f) The Community Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Community Association, or its designees, and shall be open to inspection by any Owner. Upon demand, there shall be furnished to an Owner a 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.

(g) Each Owner waives its rights, if any, to an accounting

related to Operating Costs or Assessments.

(h) The Community Association shall prepare such financial reports as required by F.S. 617.302(7).

Section 9. Payment of Assessments. Each Owner, by acceptance of title to a Homesite, shall be deemed to have covenanted and agreed to pay the following dues, fees, charges and Assessments:

(a) Assessments for Operating Costs;

(b) Assessments for capital improvements, emergencies, and/or non-recurring expenses;

(c) Assessments of any kind for the creation of reasonable reserves;

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(d) Special Assessments and charges for special services;

(e) Assessments and charges incurred in connection with the provisions of this Community Declaration and the enforcement of any of the terms and conditions hereof, including reasonable attorney fees and costs;

Each Owner shall pay all taxes and obligations relating to its Homesite which, if not paid, could become a lien against the Homesite which is superior to the lien for Assessments created by this Community Declaration.

Section 10. 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 Homesite, 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' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Community Association encumbering the Homesite 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 description of the Homesite, name of the Owner, and the amounts due as of that date. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the person who was the Owner of the Homesite at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

Section 11. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Homesite, if the mortgage is recorded in the Public Records prior to the Claim of Lien and to the lien of the Club Owner and Golf Owner set forth in this Community Declaration. The lien shall not be affected by any sale or transfer of a Homesite, except in the event of a sale or transfer of a Homesite pursuant to a foreclosure of a bona fide first mortgage, or the lien of the Club Owner and Golf Owner, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Homesite or chargeable to the former owner of the Homesite 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 the Operating Costs. Any sale or transfer pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Homesite 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.

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

Section 13. Non-payment of Assessments. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, per month, together with interest in an amount equal to 18% percent (not to exceed the maximum rate allowable by law), per annum, beginning from the due date until paid in full, may be levied. The Community 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 Homesite, or both. The Community Association shall not be required to bring such an action if it believes that the best interests of the Community 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' (and paralegals) fees, at all levels of proceedings, including 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 Area, Community Services, Club Facilities, Golf Facilities or abandonment of a Homesite.

Section 14. Exemption. Notwithstanding anything to the contrary herein, neither Declarant or Club Owner or Golf Owner or any Homesite or property owned by Declarant or Club Owner or Golf Owner

or Neighborhood Association shall, unless specified to the contrary by Declarant in a separate written instrument, be responsible for any Assessments of any nature or any portion of the Operating Costs. Notwithstanding the foregoing, while Declarant is in control of the Community Association, it shall have the right, in its sole discretion, to elect whether or not to: (a) pay Assessments on Homesites it owns; or (b) pay any operating expenses incurred that exceed the Assessments received from other Owners and other income of the Community Association.

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Section 15. Collection by Declarant. If for any reason the Community Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant or Club Owner or Neighborhood Association, as the case may be, shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Community 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', and paralegals', fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Declarant and/or Club Owner and/or Neighborhood Association, for such purposes. The entity advancing such sums shall be entitled to immediate reimbursement, on demand, from the Community Association for such amounts so paid, plus interest thereon at the W.S.J. Prime Rate plus 4%, plus any costs of collection including, but not limited to, reasonable attorneys' (and paralegals') fees at all levels including appeals, collections and bankruptcy.

Section 16. Rights to Pay Assessments. Community Association, Declarant, Club Owner and Neighborhood Association and any mortgagee of a Homesite 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 Homesite. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Community Association with regard to the amounts due.

Section 17. Priority. Notwithstanding anything to the contrary herein or in any Neighborhood Declaration, the lien of the Club Owner shall have priority over the liens of the Community Association and Neighborhood Association. The lien of the Community Association shall have priority over the lien of any Neighborhood Association.

ARTICLE XIV INFORMATION TO LENDERS AND OWNERS

Section 1. Availability. There shall be available for inspection, upon request, during normal business hours or under

other reasonable circumstances to Owners and Lender current copies of this Community Declaration, the Articles and By-Laws, Community Standards and Rules and Regulations.

Section 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.

Section 3. Notice. Upon written request by ^{OR 1417 PAGE 271} a Lender (identifying the name and address of the Lender and the Owner and address), the Lender will be entitled to timely written notice of:

(a) Any condemnation loss or casualty loss which affects a material portion of a Homesite;

(b) Any delinquency in the payment of Assessments or charges hereunder owed by an Owner of a Homesite subject to a mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

(d) Any proposed action (if any) which would require the consent of a specific Lender.

ARTICLE XV ARCHITECTURAL CONTROL

Section 1. Architectural Review and Approval. It is the intent of this Community Declaration to create a general plan and scheme of development of the Properties of high quality. Accordingly, the A.C.C. shall have the right to approve or disapprove all architectural, landscaping and location of any proposed improvements within the Properties by Owners other than Declarant or Club Owner or Golf Owner or their respective nominees. The A.C.C. shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, and location of any proposed improvements, relationship to surrounding structures and topography and as to conformity with such other reasonable requirements as shall be adopted by A.C.C. The A.C.C. may, in the sole discretion of each, 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 Declarant, which may be granted or denied in its sole discretion.

Section 2. Master Plan. The Declarant has established an

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

Section 3. Community Standards. Each Neighborhood Association, Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated, from time to time. The Community Standards as promulgated, from time to time, shall be effective from the date of adoption. The Community Standards as promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

Section 4. Architectural Control Committee. The A.C.C. shall be a permanent committee of the Community Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The A.C.C. shall consist of a minimum of three (3) members who shall initially be named by the Declarant and who shall hold office at the pleasure of the Declarant. Until the Community Completion Date, the Declarant shall have the right to change the number of members on the A.C.C., and to appoint, remove and replace all members of the A.C.C.. The Declarant shall determine which members of the A.C.C. 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 the Declarant, the Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If the Declarant fails to replace that member, the remaining members of the A.C.C. shall fill the vacancy by appointment. At the Community Completion Date, or at such earlier date as Declarant, in its sole discretion may elect, the Declarant shall assign such rights to the Community Association.

Section 5. Membership. There is no requirement that any member of the A.C.C. be a member of either the Community Association or an Owner.

Section 6. Quorum. A majority of the A.C.C. 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 A.C.C.. In lieu of a meeting, the A.C.C. may act in writing. The provisions of F.S. 617.303(2) shall apply to meetings of the A.C.C.

Section 7. Power and Duties of the A.C.C. No material improvements or change in color (which term shall include landscaping) which is visible from the exterior of a Home shall be constructed, erected, removed, planted or maintained, nor shall any

material addition to or any change, replacement or alteration of the improvements constructed by Declarant or its designees which is visible from the exterior of a 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 A.C.C.

Section 8. Procedure. Each Owner or Neighborhood Association, as the case may be, shall, in attempting to receive the approval of the A.C.C. follow the following procedures:

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(a) Each applicant shall first obtain the approval of the Neighborhood Association according to the provisions of the applicable Neighborhood Declaration.

(b) Thereafter, each applicant shall submit an application to the A.C.C. 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 A.C.C. The applications shall include such information as may be required by the application form adopted by the A.C.C. The A.C.C. 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 A.C.C., 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 a surface water drainage plan showing existing and proposed design grades, contours relating to the pre-determined ground floor finish elevation, pool plans and specifications, and a time schedule for completion, all as reasonably specified by the A.C.C.

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

(d) No later than sixty (60) business days after receipt of all information required by the A.C.C. for final review, the A.C.C. shall approve or deny the application in writing. The A.C.C. shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the A.C.C.'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 A.C.C. 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 A.C.C. fails to respond within said sixty (60) day period, the plans and specifications shall be deemed approved by the A.C.C.

(e) Construction of all improvements shall be completed within the time period set forth in the application and approved by the A.C.C.

(f) In the event that the A.C.C. disapproves any plans and specifications, the applicant may request a rehearing by the A.C.C. to re-review 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 A.C.C., unless applicant waives this time requirement in writing. The A.C.C. shall make a final written decision no later than thirty (30) days after such meeting. In the event the A.C.C. fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed approved.

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

Section 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 A.C.C. shall be subject to the approval of the A.C.C. in the same manner as required for approval of original plans and specifications.

Section 10. Variances. The Community Association or A.C.C. shall have the power to grant variances from any requirements set forth in this Community 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.

Section 11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction. An approval by the A.C.C. does not constitute a representation by the A.C.C. that such permits can be obtained or that such improvements comply with applicable codes.

Section 12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the A.C.C. has been obtained:

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(a) Each Owner shall deliver to the A.C.C. copies of all construction and building permits as and when received by the Owner. Each construction site in the Community 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 the Community shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community, subject, however, to such conditions and requirements as may be promulgated by the A.C.C. 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 Area or other Homesites in the Community or be placed anywhere outside of the Homesite 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 Properties or adjacent property or waterways. All construction activities shall comply with such additional rules and regulations relating to the construction as promulgated by the A.C.C. from time to time.

(b) 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 shall be provided to the A.C.C. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into the Community as are designated by the A.C.C. for construction activities. The A.C.C. 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 A.C.C.

(c) Each Neighborhood Association and 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 A.C.C., the continued refusal of any employee or contractor to comply with such terms and conditions, after five days notice and right to cure, the A.C.C. shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in the Community.

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

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Section 13. Inspection. There is specifically reserved to the Community Association and A.C.C. and to any agent or member of either of them, the right of entry and inspection upon any portion of the Properties for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Community Declaration or the Community Standards.

Section 14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Community Association or A.C.C., 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 incurred by the Community Association or A.C.C. The costs shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Community Declaration. The A.C.C. and/or Community Association is specifically empowered to enforce the Architectural Control provisions of this Community Declaration and the Community Standards, by any legal or equitable remedy.

Section 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, the Community Association and/or A.C.C. shall be entitled to recover court costs, expenses and attorneys' (and paralegals') fees in connection therewith.

Section 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 A.C.C., the Community Association and/or A.C.C. may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Homesite stating that the improvements on the Homesite fail to meet the requirements of this Community Declaration and that the Homesite is subject to further enforcement remedies.

Section 17. Fines. In the event of a violation of the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the A.C.C., the Community Association shall also have the right to levy a fine of up to \$25.00 per day until the violation is cured. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Community Declaration.

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Section 18. Certificate of Approval. Prior to the occupancy of any improvement constructed or erected on any Homesite by other than Declarant, or its designees, the Owner thereof shall obtain a certificate of approval from the A.C.C., certifying that the construction of the improvement has been completed substantially in accordance with the approved plans and specifications. The A.C.C. may, from time to time, delegate to a member or members of the A.C.C., the responsibility for issuing the certificate of approval.

Section 19. Community Standards. The Community Association may, from time to time, adopt, publish or modify the Community Standards. The Community Standards shall not require any Owner to alter the improvements previously constructed.

Until the Community Completion Date, the prior consent of Declarant concerning the adoption of, and any changes to, the Community Standards must first be had and obtained, which may be granted in its sole discretion.

Section 20. Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by the Declarant or Club Owner, Golf Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Area, Club Facilities or any Homesite, shall not be subject to the review of the A.C.C., Community Association, or the provisions of the Community Standards.

Section 21. Exculpation. Neither the Declarant, the Community Association, the directors or officers of the Community Association, the A.C.C., the members of the A.C.C., nor any person acting on behalf of any of them, shall 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 the Declarant, the Community Association, A.C.C. or their members, officers, or directors, in connection with the provision of this Article. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Homesite, and each Neighborhood Association agrees that it shall not bring any action or suit against the Declarant, the Community Association or their respective directors or officers, the A.C.C. or the members of the A.C.C., or their respective agents, in order to recover any damages caused by the actions of the Declarant, Community Association, or A.C.C. or their respective members, officers, or directors in connection with the provisions of this Article. The Community Association does hereby indemnify, defend and hold the Declarant, and the A.C.C. and each of their members, officers, or directors harmless from all costs, expenses, and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the Owners, Community Association, Neighborhood Association or their members, officers and directors. Neither the Declarant, the Community Association or its directors or officers, the A.C.C. or its members, nor any person acting on behalf of any of them, shall 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.

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ARTICLE XVI DEFAULT

Section 1. Right to Cure. Should any Owner do any of the following:

(a) Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Community Declaration; or

(b) Cause any damage to any improvement or Common Area or Community Services or Club Facilities or Golf Facilities; or

(c) Impede the Declarant, Club Owner, Golf Owner or Community Association from exercising its rights or performing its responsibilities hereunder; or

(d) Undertake unauthorized improvements or modifications to a Homesite or to the Common Area, Community Service or Club Facilities or Golf Facilities; or

(e) Impede the Declarant or Club Owner, Golf Owner from proceeding with or completing the development of the Community or

Club Facilities or Golf Facilities, as the case may be.

Then, the Declarant and/or the Community Association and or Club Owner and/or Golf Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, where applicable, but not limited to, the entering upon the Homesite and/or Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees incurred shall be assessed against the Owner as a Special Assessment or Special Charge, as the case may be.

Section 2. Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Community Declaration, the Declarant or Community Association (or if applicable to The Club, the Club Operating Entity) 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:

(a) 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

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(b) Commence an action to recover damages; and/or

(c) Take any and all action reasonably necessary to correct the violation or breach.

(d) Take such other actions pursuant to, and as authorized by, F.S. 617.305 including, but not limited to, suspending the rights of an Owner and/or its tenants, guests or invitees or both to use Common Areas and levy reasonable fines, not to exceed \$50.00 per violation, against any Owner, tenant, guest or invitee.

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

Section 3. No Waiver. The failure to enforce any right, provision, covenant or condition in this Community Declaration,

shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

Section 4. Rights Cumulative. All rights, remedies, and privileges granted to the Declarant and/or Club Owner and/or Golf Owner and/or Community Association and/or A.C.C. and/or Owner pursuant to any terms, provisions, covenants or conditions of this Community 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.

Section 5. Enforcement By or Against Other Persons. In addition to the foregoing, this Community Declaration or Community Standards may be enforced by Declarant and/or, where applicable, Club Owner and/or Golf Owner and/or Community 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 Community 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 Community Declaration or the Community Standards.

Section 6. Fines. In addition to the fines established ^{OR 1417 PAGE} ~~herein~~ ²⁸⁰, and all other remedies provided for in this Community Declaration, if and to the extent permitted by law, the Community Association shall have the right to impose additional fines on an Owner for failure of an Owner, or persons claiming by, through or under the Owner, to comply with any provisions of this Community Declaration or Community Standards, provided, however, that the Community Association grant reasonable notice and opportunity to be heard. The decisions of the Community Association shall be final. Fines shall be in such reasonable and uniform amounts as the Community Association shall determine and shall be considered a Special Assessment against that Owner and Homesite.

Section 7. Enforcement - Water Management. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Community Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

ARTICLE XVII RIGHTS OF DECLARANT AND OTHERS

Section 1. Sales And Administrative Office. For so long as

the Declarant, or its nominee(s), owns any property in the Properties or affected by this Community Declaration or maintains a sales and administrative office, the Declarant, or its nominee(s), shall have the right to take such action reasonably necessary to transact any business necessary to administer its interests, consummate the development of the Community and sales of Homesites and/or Homes and/or other properties owned by Declarant. This right shall include, but not be limited to, the right to maintain models, sales and administrative offices and parking associated therewith, have signs on any portion of the Properties, including Common Area and Club Facilities and Golf Facilities, employees in the models and offices, use of the Common Area and Club Facilities and Golf Facilities and to show Homesites. The sales and administrative office and signs and all items pertaining to development, sales and administration remain the property of the Declarant, or its nominees.

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Section 2. Recreation and Golf Office. For so long as the Club Owner or Golf Owner, or their respective nominees, owns any property in the Properties or affected by this Community Declaration each of them shall have the right to take such action reasonably necessary to transact any business necessary to administer its/their interests, including the marketing and administration of the Club Facilities and/or the Golf Facilities. This right shall include, but not be limited to, the right to maintain administrative offices and parking associated therewith, have signs on any portion of the Properties, including Common Area and Club Facilities and Golf Facilities. The administrative office and signs and all items pertaining thereto shall remain the property of the Club Owner or Golf Owner, as the case may be.

Section 3. Specific Rights. In addition to the rights provided in Sections 1 and 2 above, the Declarant, Club Owner and Golf Owner shall, as the case may be, without limitation, have the right to: (i) develop the Properties, improve Homesites, and construct Homes and the Club Facilities and Golf Facilities and other improvements within the Properties, and make any additions, alterations, improvements, or changes thereto; (ii) maintain customary and usual sales, general office and construction operations on the Properties; (iii) place, erect or construct portable, temporary or accessory buildings or structures upon the Properties 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 on any of the Properties, Homesites or Homes, Club Facilities or Golf Facilities; (v) post, display, inscribe or affix to the exterior of a Homesite, Home, Club Facilities or Golf Facilities or upon the Properties, signs and other materials used in developing, constructing, selling or promoting the sale of the Properties, Homesite and Homes or the

use of the Club Facilities and/or Golf Facilities; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Properties by dredge or dragline, store fill on the Properties and remove and/or sell excess fill; and (vii) grow or store plants and trees within, or contiguous to, the Properties and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Declarant, Club Owner and Golf Owner, as the case may be, are necessary for the development and sale of the Properties or any lands therein or improvements thereon.

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Section 4. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Community Declaration or Community Standards, or otherwise, shall be construed to limit, restrict, or impose conditions upon such development and marketing. It may be necessary or convenient for the development of the Community to, as an example and not a limitation, amend this Community Declaration to comply with all laws or governmental quasi-governmental regulations, amend the Plat and/or Master Plan, replat, modify the boundary lines of the Common Area, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, its nominees, or its agents, affiliates, or assignees may deem necessary or appropriate. The Community Association, Owners and each Neighborhood Association shall, at the request of the Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same. In the event that the Community Association, or Owners, or Neighborhood Association fails to execute such documents the Declarant is appointed as attorney-in-fact for each of them, coupled with an interest to execute the same in their place and stead.

Section 5. Promotional Events. Prior to the Community Completion Date, Declarant and its nominees shall have the right, without charge, at any time, to hold marketing and promotional events within the Properties and/or on the Common Area or Club Facilities and Golf Facilities, without any charge for use. Declarant or its nominees, agents, affiliates, or assignees shall have the right, without charge, to market the Community and Homesites and Homes in advertisements and other media by making reference to the Community, including, but not limited to, pictures of drawings of the Community, Club Facilities, Golf Facilities, Common Area, Community Services, Homesites and Homes constructed in the Community.

Section 6. Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and its nominees shall have the right, without charge, to use the Properties and Common Area, Community Services and Club Facilities and Golf Facilities

for the purpose of entertaining prospective purchasers of Homesites, portions of the Properties or other properties.

Section 7. Franchise. The Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Area and Community Services and shall be entitled to all income derived therefrom. The Club Owner and Golf Owner may grant franchises or concessions to commercial concerns on all or part of the Club Facilities and Golf Facilities and shall be entitled to all income derived therefrom.

Section 8. Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, security systems, cable t.v., and other purposes over, upon and across the Properties so long as any said easements do not materially and adversely interfere with the intended use of Homesites previously conveyed to Owners. Declarant 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. The Community Association, Neighborhood Association and Owners will, without charge, if requested by Declarant: (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. The Community Association and Neighborhood Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

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Section 9. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Community Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees at all levels of proceeding. Such right shall include the right to perform the obligations of the Community Association or any Neighborhood Association and to recover all costs incurred in doing so. The Club Owner and Golf Owner shall also have such rights relating to the Club Facilities and/or Golf Facilities and/or Club Charges and/or Golf Charges.

Section 10. Additional Development. In the event the Declarant does not subject all proposed real property in the Community to this Community Declaration, or after submission withdraws portions of the Properties from the operation of this Community Declaration, the Declarant or its nominees may, but is not obligated 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 Community Declaration.. The Declarant or Club Owner 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 Declarant, 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 Area, Community Services and/or Club Facilities and other facilities and/or roadways which remain subject to this Community Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

Section 11. Representations. The Declarant makes no representations concerning development both within the boundaries of the Properties, including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homesites or Homes or Club Facilities or Golf Facilities and buildings in all other proposed forms of ownership and/or other improvements on the Properties or in the Community or adjacent or near the Community, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of dwellings, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

Section 12. CATV. Declarant reserves unto itself and its nominees, successors, assigns and licensees the right, but not the obligation, to enter into one or more contracts for the exclusive provision of one or more master cable and telecommunications receiving and distribution systems and electronic surveillance systems for all or any part of the Community. Declarant reserves unto itself and its nominees, successors, assigns and licensees a perpetual and exclusive right, privilege, easement and right-of-way across, over and upon the Properties for the installation, construction and maintenance of such systems together with a perpetual and exclusive right, privilege and easement of unlimited ingress and egress, access, over and upon the Properties for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems. If, and to the extent, services provided by such systems are to serve all of the Homesites, then the cost of the services may, as determined by Declarant, be Operating Costs of the Community Association and shall be assessed as a part of the Assessments. If any services provided by the System are provided only to some, but not all, of the Homesites, then the cost of any such services shall be an expense for the benefit of the respective Homesite to be assessed as a Special Assessment, or a direct charge by the provider, as the case may be. Declarant has the right to receive, on a perpetual basis, a portion

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of the revenues derived from such systems as agreed, from time to time, between the provider of such system and Declarant, if any.

Section 13. Non-Liability. Neither Community Association or Declarant or Club Owner and Golf Owner shall in any way or manner be held liable or responsible for any violation of this Community Declaration by any other person or entity. Neither Declarant nor Club Owner nor Golf Owner nor Community Association make any representations whatsoever as to the security of the Properties, Club Facilities or Golf Facilities or Homesites or the effectiveness of any gate, access system or medical alert system. The Community Association and each Owner does hereby hold Declarant and Club Owner and Golf Owner and Community Association harmless from any loss or claim arising from the occurrence of any crime or other act. Neither the Community Association, nor Club Owner, nor Golf Owner, nor the Declarant, shall in any way be considered insurers or guarantors of security within the Properties, Club Facilities, Golf Facilities or Homesites or the effectiveness of any such system. All Owners specifically acknowledge that the Properties may have a perimeter boundary systems, such as fences, walls, hedges, or the like. Neither the Community Association, nor Club Owner, nor the Declarant, shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of measures undertaken. All Owners and occupants of any Homesites, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Community Association, its Board and officers, Declarant, or Club Owner, or Golf Owner, their nominees or assigns, or any successor Declarant, and the A.C.C. and its members do not represent or warrant that any fire protection system, gate access system, burglar alarm system, medical alert system or other system designated by or installed according to guidelines established may not be compromised or circumvented, that any fire protection or burglar alarm systems, gate access system, medical alert system or other systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that fire protection or burglar alarm systems or other systems will in all cases provide the detection or protection for which the system is designed or intended.

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Section 14. Reserved Rights. The Declarant and Club Owner and Golf Owner shall have all rights and privileges reserved to it elsewhere in this Community Declaration.

Section 15. Duration of Rights. The rights of Declarant set forth in this Community Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) when neither Declarant nor any affiliate of Declarant or a nominee of either has any further interest of any kind in the Properties and/or Community; or (ii) five (5) years after the Community Completion Date; or (iii) a relinquishment by

Declarant in a statement in writing placed in the Public Records; or (iv) twenty-five (25) years after the date of the recording of this Community Declaration in the Public Records.

ARTICLE XVIII ASSIGNMENT OF POWERS

All or any part of the rights, exemptions and powers and reservations of the Declarant or Club Owner or Golf Owner, as the case may be, herein contained may be conveyed or assigned to other persons or entities by an instrument in writing duly executed, acknowledged, and recorded in the Public Records. Unless provided therein, the Assignment shall not make the Assignee a successor Developer.

ARTICLE XIX GENERAL PROVISIONS

Section 1. Authority of Community Association. Except when a vote of the membership of the Community Association is specifically required, all decisions, duties, and obligations of the Community Association hereunder may be made by the Board. The Community Association and Owners shall be bound thereby.

Section 2. Approval of Community Association Lawsuits by Members. No judicial or administrative proceeding shall be commenced or prosecuted by the Community Association unless approved by a vote of seventy-five (75%) percent of the Owners. This Section shall not, however, apply to:

(a) actions brought by the Community Association to enforce the provisions of this Community Declaration (including, without limitation, the foreclosure of liens or Community Standards);

(b) the imposition and collection of Assessments as provided in this Community Declaration;

(c) proceedings involving challenges to ad valorem taxation; or

(d) counterclaims brought by the Community Association in proceedings instituted against it.

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

Section 3. Severability. Invalidation of any of the provisions of this Community Declaration by judgment or court order shall in no way affect any other provision which shall remain in full force

and effect.

Section 4. Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Community Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 15th day of JANUARY, 1996.

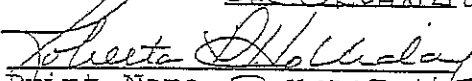
Witnesses:

Declarant:


Print Name: SAL ORLANDO

Lennar Homes, Inc.

By: Marshall Ames
Print Name: Marshall Ames
Title: Vice-Pres.


Print Name: ROBERTA P. HOLLIDAY

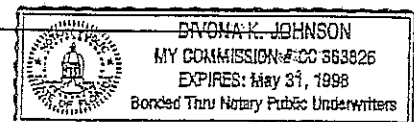
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STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 15th day of January, 1996, by Marshall Ames, as Vice-President of Lennar Homes, Inc. He is personally known to me or has produced N/A as identification and did (did not) take an oath.


Notary Public

Print Name:
(Notary Seal)



Witnesses:

Joinder:


Print Name: SAL ORLANDO

Kings Ridge Recreation Corporation

By: Marshall Ames
Print Name: Marshall Ames
Title: Vice-Pres.


Print Name: ROBERTA P. HOLLIDAY

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 15th

day of Jan., 1996, by Marshall Ames as Vice - Pres.
Kings Ridge Recreation Corporation. He is personally known to me or has produced
identification and did (did not) take an oath.

Divona K. Johnson
Notary Public

Print Name:
(Notary Seal)



Witnesses:

[Signature]
Print Name: SAL ORLANDO

[Signature]
Print Name: ROBERTA P. HOLLIDAY

STATE OF FLORIDA
COUNTY OF Seminole

Joinder:
Kings Ridge Community Association, Inc.

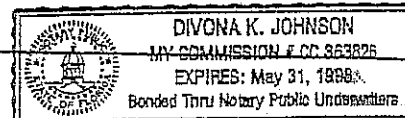
By Marshall Ames
Print Name: Marshall Ames
TITLE: Vice-Pres.

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The foregoing instrument was acknowledged before me this 15th day of
January, 1996, by Marshall Ames, as Vice - Pres.
of Kings Ridge Community Association, Inc. He is personally known to me or
has produced identification and did (did not) take an oath.

Divona K. Johnson
Notary Public

Print Name:
(Notary Seal)



Witnesses:

[Signature]
Print Name: SAL ORLANDO

[Signature]
Print Name: ROBERTA P. HOLLIDAY

STATE OF FLORIDA
COUNTY OF Seminole

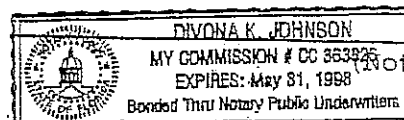
Joinder:
Kings Ridge Golf Corporation, Inc.

By Marshall Ames
Print Name: Marshall Ames
TITLE: Vice-Pres.

The foregoing instrument was acknowledged before me this 15th day of
Jan., 1996, by Marshall Ames, as Vice - Pres.
of Kings Ridge Golf Corporation, Inc. He is personally known to me or has
produced identification and did (did not) take an oath.

Divona K. Johnson
Notary Public

Print Name:



(Notary Seal)

EXHIBIT "A-1"

A PARCEL OF LAND LYING WITHIN SECTIONS 4, 5 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST; AND ALSO LYING WITHIN A PORTION OF MONTE VISTA PARK FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET TO THE POINT OF BEGINNING; THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 1352.77 FEET; THENCE S24°33'22"E 194.00 FEET; THENCE S65°10'55"W 602.02 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; SAID POINT BEING HEREBY DESIGNATED AS POINT "A"; THENCE RETURN TO THE POINT OF BEGINNING AND RUN S89°48'54"E 2962.46 FEET; THENCE S00°34'16"W 2800.16 FEET; THENCE S89°34'05"W 81.29 FEET; THENCE S00°53'07"W 2734.31 FEET TO THE EAST-WEST MID-SECTION LINE OF SECTION 9; THENCE ALONG SAID MID-SECTION LINE RUN N89°42'05"W 1793.97 FEET; THENCE DEPARTING SAID MID-SECTION LINE RUN N00°18'40"E 835.85 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHWESTERLY 284.75 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 14°03'53" TO THE END OF SAID CURVE; THENCE N13°45'13"W 111.00 FEET; THENCE N89°41'41"W 1159.45 FEET; THENCE N18°22'36"W 731.65 FEET; THENCE N89°51'20"W 278.10 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN N18°22'36"W 216.98 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 11606.20 FEET; THENCE NORTHWESTERLY 393.43 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°56'32"; THENCE S69°40'52"W 10.00 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 11596.20 FEET; THENCE NORTHWESTERLY 504.91 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 02°29'41"; THENCE N67°11'11"E ALONG A RADIAL LINE 5.00 FEET TO A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 11601.20 FEET; THENCE NORTHWESTERLY 405.86 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 02°00'16" FEET TO THE END OF SAID CURVE; THENCE N24°49'05"W 97.30 FEET; THENCE S65°10'55"W 10.00 FEET; THENCE N24°49'05"W 400.00 FEET; THENCE N65°10'55"E 5.00 FEET; THENCE N24°49'05"W 600.29 FEET; THENCE S65°10'55"W 5.00 FEET; THENCE N24°49'05"W 229.86 FEET TO THE AFOREDESCRIBED POINT "A" FOR THE END OF THIS DESCRIPTION.
(CONTAINING 432.02 ACRES.)

LESS THE FOLLOWING-DESCRIBED PARCELS:

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EXHIBIT "A-1"

GOLF COURSE 1

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 582.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°49'14"W 770.28 FEET; THENCE S24°33'22"E 832.47 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET TO WHICH A RADIAL LINE BEARS N31°35'07"W; THENCE NORTHEASTERLY 213.29 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°13'11" TO THE END OF SAID CURVE; THENCE N80°38'04"E 300.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1118.30 FEET; THENCE EASTERLY 356.15 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 18°14'49" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHEASTERLY 109.26 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°38'04"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN N25°17'03"E 87.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE NORTHEASTERLY 237.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°30'29" TO THE END OF SAID CURVE; THENCE N74°47'32"E 160.17 FEET; THENCE N74°45'11"E 59.40 FEET; THENCE N47°41'57"E 41.92 FEET; THENCE S67°05'10"E 100.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET TO WHICH A RADIAL LINE BEARS S67°05'10"E; THENCE NORTHERLY 35.39 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°31'05" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1230.00 FEET; THENCE NORTHERLY 114.61 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°20'20" TO THE END OF SAID CURVE; THENCE N14°44'05"E 50.87 FEET; THENCE N75°15'55"W 100.00 FEET; THENCE N14°44'05"E 67.83 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 670.00 FEET; THENCE NORTHERLY 158.84 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°35'00" THENCE DEPARTING SAID CURVE RUN N89°48'54"W 249.17 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET TO WHICH A RADIAL LINE BEARS S49°08'18"E; THENCE SOUTHWESTERLY 31.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°01'22" TO THE END OF SAID CURVE; THENCE S49°53'04"W 226.24 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY 15.66 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 04°29'12"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN S32°07'26"E 100.12 FEET; THENCE S51°41'03"W 50.64 FEET; THENCE S80°10'41"W 124.68 FEET; THENCE N89°49'14"W 180.00 FEET; THENCE S59°26'53"W 51.99 FEET; THENCE S55°19'04"W 75.99 FEET; THENCE N89°48'54"W 217.05 FEET TO A POINT THAT BEARS S00°11'06"W OF THE POINT OF BEGINNING; THENCE N00°11'06"E 319.98 FEET TO THE POINT OF BEGINNING.
(CONTAINING 18.96 ACRES)

EXHIBIT "A-1"

GOLF COURSE 2

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S89°48'54"E 776.89 FEET; THENCE S00°11'06"W 488.70 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE SOUTHERLY 245.05 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 14°32'59" TO THE END OF SAID CURVE; THENCE S14°44'05"W 118.70 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1035.00 FEET; THENCE SOUTHERLY 86.76 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 04°48'10" TO THE END OF SAID CURVE; THENCE S09°55'56"W 397.40 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET; THENCE SOUTHWESTERLY 138.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 48°00'51" TO THE END OF SAID CURVE; THENCE S57°56'47"W 172.73 FEET; THENCE S32°03'13"E 70.00 FEET; THENCE N57°56'47"E 172.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY 196.93 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 48°00'51" TO THE END OF SAID CURVE; THENCE N09°55'56"E 397.40 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY 80.89 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 04°48'10" TO THE END OF SAID CURVE; THENCE N14°44'05"E 24.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N14°44'05"E 94.11 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHERLY 148.93 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 08°14'39"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN S89°48'54"E 110.43 FEET; THENCE N68°20'03"E 80.14 FEET; THENCE N50°11'57"E 74.52 FEET; THENCE N30°29'50"E 289.87 FEET; THENCE N42°18'58"E 32.93 FEET; THENCE S89°48'54"E 962.66 FEET; THENCE S00°11'06"W 33.96 FEET; THENCE S22°35'40"E 94.01 FEET; THENCE S39°41'03"E 138.87 FEET; THENCE S37°47'10"E 48.76 FEET; THENCE S31°25'30"E 48.37 FEET; THENCE S24°54'00"E 48.37 FEET; THENCE S18°22'30"E 48.37 FEET; THENCE S11°51'00"E 48.37 FEET; THENCE S05°19'30"E 48.37 FEET; THENCE S00°21'59"W 49.17 FEET; THENCE S01°08'24"W 350.00 FEET; THENCE S01°11'59"W 49.84 FEET; THENCE S02°54'57"W 49.63 FEET; THENCE S03°10'27"W 207.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1325.00 FEET; THENCE SOUTHERLY 216.68 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°22'11" TO THE END OF SAID CURVE; THENCE S06°11'44"E 106.12 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE SOUTHERLY 215.61 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°29'30" TO THE END OF SAID CURVE; THENCE S05°17'46"W 220.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY 292.43 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE

EXHIBIT "A-1"

GOLF COURSE 2 (CONTINUED)

DB
BOOK 1417 PAGE

OF 39°25'23" TO THE END OF SAID CURVE; THENCE S34°07'37"E 110.55 FEET; THENCE S33°33'17"E 48.98 FEET; THENCE S22°12'45"E 46.46 FEET; THENCE S06°54'54"E 47.04 FEET; THENCE S00°25'55"E 125.00 FEET; THENCE S89°34'05"W 294.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 3975.00 FEET; THENCE WESTERLY 99.43 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°25'59"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN N02°48'12"E 137.11 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 925.00 FEET; THENCE NORTHERLY 202.96 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°34'19"; THENCE N09°46'07"W 168.31 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 675.00 FEET; THENCE NORTHERLY 231.16 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°37'19" TO THE END OF SAID CURVE; THENCE N09°51'11"E 117.87 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 925.00 FEET; THENCE NORTHERLY 326.97 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 20°15'11" TO THE END OF SAID CURVE; THENCE N10°24'00"W 189.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY 178.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 27°16'30" TO THE END OF SAID CURVE; THENCE N37°50'00"W 11.25 FEET; THENCE N33°09'43"E 70.49 FEET; THENCE N09°31'20"E 131.65 FEET; THENCE N00°00'00"E 428.12 FEET; THENCE N06°45'49"W 61.02 FEET; THENCE N33°47'12"W 98.71 FEET; THENCE N62°26'04"W 100.41 FEET; THENCE S90°00'00"W 455.74 FEET; THENCE S74°40'22"W 83.40 FEET; THENCE S43°43'44"W 114.62 FEET; THENCE S10°36'41"W 78.11 FEET; THENCE S00°00'00"W 224.95 FEET; THENCE N75°25'55"W 44.07 FEET; THENCE N81°01'02"W 102.80 FEET; THENCE S90°00'00"W 164.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE WESTERLY 108.34 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°55'56" TO THE END OF SAID CURVE; THENCE N80°04'04"W 159.15 FEET TO THE POINT OF BEGINNING. (CONTAINING 25.82 ACRES)

EXHIBIT "A-1"

GOLF COURSE 3A

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S50°54'54"E 1994.89 FEET TO THE POINT OF BEGINNING; THENCE S38°27'13"W 429.88 FEET; THENCE S57°18'39"W 816.74 FEET; THENCE S20°06'45"E 127.24 FEET; THENCE N69°53'15"E 700.00 FEET; THENCE N66°12'59"E 117.07 FEET; THENCE N50°27'54"E 115.66 FEET; THENCE N34°39'19"E 117.07 FEET; THENCE N30°52'04"E 360.00 FEET; THENCE S59°07'56"E 100.00 FEET; THENCE N30°52'04"E 16.56 FEET; THENCE N58°49'59"W 232.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE NORTHWESTERLY 101.57 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 06°39'04" TO THE POINT OF BEGINNING.
(CONTAINING 7.22 ACRES)

OR
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EXHIBIT "A-1"

GOLF COURSE 4A

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S53°59'31"E 2467.70 FEET TO THE POINT OF BEGINNING; THENCE S30°52'04"W 75.00 FEET; THENCE N59°07'56"W 100.00 FEET; THENCE S30°52'04"W 30.89 FEET; THENCE S59°07'56"E 100.00 FEET; THENCE S30°52'04"W 369.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHWESTERLY 337.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°42'56"; THENCE ALONG A NON-TANGENT LINE RUN S04°50'58"E 75.50 FEET; THENCE S19°39'01"W 594.85 FEET; THENCE S78°46'32"E 188.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3975.00 FEET; THENCE SOUTHEASTERLY 105.54 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°31'17"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN N09°42'11"E 217.11 FEET; THENCE N26°30'17"E 280.11 FEET; THENCE N31°57'00"E 104.45 FEET; THENCE N77°54'55"E 91.77 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 925.00 FEET TO WHICH A RADIAL LINE BEARS N89°25'39"W; THENCE NORTHERLY 149.83 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°21'51" TO THE END OF SAID CURVE; THENCE N09°51'11"E 117.89 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 675.00 FEET; THENCE NORTHERLY 148.14 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°34'27"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN N87°16'45"E 100.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE NORTHERLY 103.87 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°40'44" TO THE END OF SAID CURVE; THENCE N10°24'00"W 189.33 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE NORTHERLY 55.13 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 14°02'15" TO THE POINT OF BEGINNING.
(CONTAINING 7.79 ACRES)

OR BOOK 1417 PAGE 294

GOLF COURSE 5

A PARCEL OF LAND LYING WITHIN SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST; LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S89°48'54"E 2962.46 FEET; THENCE S00°34'16"W 2800.16 FEET; THENCE S89°34'05"W 81.29 FEET; THENCE S34°30'57"W 451.40 FEET TO THE POINT OF BEGINNING; THENCE S00°53'07"W 953.77 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY 188.75 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 28°50'20" TO THE END OF SAID CURVE; THENCE S29°43'27"W 743.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHWESTERLY 79.30 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 60°34'49" TO THE END OF SAID CURVE; THENCE N89°41'44"W 311.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY 56.48 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 43°08'43" TO THE END OF SAID CURVE; THENCE N46°33'01"W 214.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY 125.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°10'28" TO THE END OF SAID CURVE; THENCE N27°22'32"W 203.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY 89.16 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°37'19" TO THE END OF SAID CURVE; THENCE N13°45'13"W 312.59 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1170.00 FEET; THENCE NORTHWESTERLY 184.41 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°01'50"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN S85°16'37"W 100.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1270.00 FEET TO WHICH A RADIAL LINE BEARS S85°16'37"W; THENCE NORTHERLY 15.70 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°42'30" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY 151.60 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 86°51'42" TO THE END OF SAID CURVE; THENCE S89°07'25"W 51.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 39.79 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 91°10'54" TO THE END OF SAID CURVE; THENCE N00°18'19"E 204.03 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 445.00 FEET; THENCE NORTHERLY 189.19 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°21'33" TO THE END OF SAID CURVE; THENCE N24°39'52"E 198.54 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1255.00 FEET; THENCE NORTHEASTERLY 30.95 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°24'47" TO THE BEGINNING OF A REVERSE CURVE

EXHIBIT "A-1"

GOLF COURSE 5 (CONTINUED)

FOR
BOOK 1417 PAGE 1

CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 38.29 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 87°45'41" TO THE END OF SAID CURVE; THENCE S68°59'15"E 47.35 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY 65.74 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°19'49" TO THE END OF SAID CURVE; THENCE S06°20'34"W 95.91 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHEASTERLY 137.78 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 45°06'39" TO THE END OF SAID CURVE; THENCE S38°46'05"E 253.84 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHEASTERLY 155.05 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°18'13" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 34.46 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 78°58'23" TO THE END OF SAID CURVE; THENCE S07°54'05"W 100.63 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHERLY 15.66 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°07'36"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN N87°13'30"W 100.03 FEET; THENCE S04°05'15"W 79.57 FEET; THENCE S30°36'27"E 94.75 FEET; THENCE S31°01'02"E 433.95 FEET; THENCE S41°44'07"E 93.14 FEET; THENCE S48°03'26"E 119.13 FEET; THENCE S60°06'13"E 66.79 FEET; THENCE S78°26'37"E 58.78 FEET; THENCE N72°20'12"E 60.13 FEET; THENCE N66°12'07"E 56.45 FEET; THENCE N26°05'43"E 69.67 FEET; THENCE N14°45'19"E 52.54 FEET; THENCE N08°10'48"W 54.51 FEET; THENCE N18°15'46"W 63.35 FEET; THENCE N23°25'12"E 134.67 FEET; THENCE N34°13'27"W 64.26 FEET; THENCE N68°34'09"E 65.77 FEET; THENCE N58°17'23"E 64.34 FEET; THENCE N27°21'36"E 94.07 FEET; THENCE N03°13'30"E 37.27 FEET; THENCE N04°24'22"E 424.83 FEET; THENCE N02°24'14"W 76.49 FEET; THENCE N20°25'42"W 87.40 FEET; THENCE N40°34'34"W 87.52 FEET; THENCE N60°45'47"W 87.73 FEET; THENCE N81°00'25"W 88.01 FEET; THENCE S84°17'58"W 66.95 FEET; THENCE S83°17'30"W 320.33 FEET; THENCE S41°53'25"W 214.43 FEET; THENCE S31°03'19"W 26.36 FEET; THENCE S24°40'35"W 60.56 FEET; THENCE S51°13'55"W 67.74 FEET; THENCE N38°46'05"W 226.49 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE NORTHERLY 98.42 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 45°06'39" TO THE END OF SAID CURVE; THENCE N06°20'34"E 95.91 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHERLY 26.80 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 15°21'24"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN N80°59'29"E 107.40 FEET; THENCE N04°17'10"E 105.11 FEET; THENCE N74°48'29"E 91.16 FEET; THENCE N46°43'00"E 22.45 FEET; THENCE N80°46'18"E 54.62 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 4320.00 FEET TO WHICH A RADIAL LINE BEARS S09°30'57"W; THENCE EASTERLY 750.05 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°56'52" TO THE END OF SAID CURVE; THENCE

EXHIBIT "A-1"

GOLF COURSE 5 (CONTINUED)

N89°34'05"E 285.70 FEET TO THE POINT OF BEGINNING.
(CONTAINING 31.18 ACRES)

FOR
BOOK 1417 PAGE 29

EXHIBIT "A-1"

GOLF COURSE 6

A PARCEL OF LAND IN SECTIONS 4 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 582.49 FEET; THENCE S00°11'06"W 643.73 FEET; THENCE S19°53'31"W 114.62 FEET TO THE POINT OF BEGINNING; THENCE S80°38'04"W 170.67 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE WESTERLY 124.37 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 15°50'06"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN S41°19'41"E 273.17 FEET; THENCE S46°56'56"E 116.68 FEET; THENCE S10°03'12"E 113.29 FEET; THENCE S30°57'30"W 121.09 FEET; THENCE S73°08'10"W 124.04 FEET; THENCE N63°47'46"W 111.73 FEET; THENCE N31°08'49"W 77.86 FEET; THENCE N07°54'48"W 99.10 FEET; THENCE N41°19'41"W 208.99 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 450.00 FEET TO WHICH A RADIAL LINE BEARS N57°27'20"W; THENCE SOUTHWESTERLY 8.82 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°07'22" TO THE END OF SAID CURVE; THENCE S31°25'17"W 162.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY 268.36 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 34°10'08" TO THE BEGINNING OF A REVERSE CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 39.45 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°24'30" TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; SAID POINT BEING HEREBY DESIGNATED AS POINT "C"; RETURN TO THE POINT OF BEGINNING AND RUN THENCE; S09°21'56"E 173.89 FEET; THENCE S47°55'36"E 630.04 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHEASTERLY 238.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 20°59'14" TO THE END OF SAID CURVE; THENCE S26°56'22"E 27.48 FEET; THENCE S11°18'55"E 148.03 FEET; THENCE S39°45'17"E 94.35 FEET; THENCE S77°32'46"E 121.14 FEET; THENCE N58°16'15"E 123.93 FEET; THENCE N17°07'49"E 120.48 FEET; THENCE N24°18'07"W 93.54 FEET; THENCE N47°42'49"W 102.27 FEET; THENCE N26°56'22"W 52.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY 329.67 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 20°59'14" TO THE END OF SAID CURVE; THENCE N47°55'36"W 486.95 FEET; THENCE N41°23'53"W 56.40 FEET; THENCE N11°02'06"W 89.41 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 600.92 FEET TO WHICH A RADIAL LINE BEARS N11°02'06"W; THENCE SOUTHEASTERLY 208.89 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°54'59" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY 798.57 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 61°00'21" TO THE END OF SAID CURVE; THENCE S20°06'45" 700.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 535.00 FEET; THENCE SOUTHEASTERLY 67.94 FEET ALONG THE ARC

GOLF COURSE 6 (CONTINUED)

THEREOF THROUGH A CENTRAL ANGLE OF 07°16'33"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S49°06'00"W 87.13 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY 154.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°11'39" TO THE END OF SAID CURVE; THENCE S16°54'21"W 139.78 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY 262.48 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°11'40" TO THE END OF SAID CURVE; THENCE S58°17'18"E 258.34 FEET; THENCE S75°10'59"E 85.78 FEET; THENCE N74°08'37"E 217.14 FEET; THENCE S72°36'05"E 25.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1185.00 FEET; THENCE SOUTHWESTERLY 150.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°15'57" TO THE END OF SAID CURVE; THENCE S24°39'52"W 160.94 FEET; THENCE N75°10'10"W 328.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE NORTHWESTERLY 128.85 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°48'45" TO THE END OF SAID CURVE; THENCE N63°21'26"W 467.98 FEET; THENCE N26°38'34"E 65.20 FEET; THENCE N37°57'56"E 60.33 FEET; THENCE N01°29'15"W 122.68 FEET; THENCE N45°19'41"W 123.71 FEET; THENCE N86°24'26"W 119.73 FEET; THENCE S52°35'20"W 63.14 FEET; THENCE S38°19'54"W 72.35 FEET; THENCE S22°20'15"W 65.14 FEET; THENCE S45°15'08"W 91.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY 80.72 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 36°59'54" TO THE END OF SAID CURVE; THENCE S82°15'03"W 58.18 FEET; THENCE N72°05'58"W 66.56 FEET; THENCE N84°45'49"W 70.16 FEET; THENCE S52°42'04"W 120.40 FEET; THENCE S12°59'35"W 114.20 FEET; THENCE S25°58'25"E 119.65 FEET; THENCE S69°40'51"E 117.25 FEET; THENCE N74°26'47"E 81.34 FEET; THENCE N52°48'29"E 32.85 FEET; THENCE N69°49'11"E 61.44 FEET; THENCE N82°15'03"E 21.66 FEET; THENCE N78°31'02"E 48.84 FEET; THENCE N74°31'42"E 48.07 FEET; THENCE N59°39'23"E 29.21 FEET; THENCE S63°12'27"E 24.20 FEET; THENCE S46°28'15"E 40.58 FEET; THENCE S63°21'26"E 617.75 FEET; THENCE S68°50'29"E 64.99 FEET; THENCE S75°14'03"E 389.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 515.00 FEET TO WHICH A RADIAL LINE BEARS N89°10'15"W; THENCE SOUTHERLY 4.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°31'26" TO THE END OF SAID CURVE; THENCE S00°18'19"W 224.75 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1515.00 FEET; THENCE SOUTHERLY 73.00 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°45'39"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S87°32'40"W 25.00 FEET; THENCE N70°53'05"W 87.13 FEET; THENCE N63°36'39"W 58.05 FEET; THENCE N83°45'18"W 95.94 FEET; THENCE S49°18'26"W 102.72 FEET; THENCE N76°33'06"W 44.29 FEET; THENCE N23°42'22"W 37.25 FEET; THENCE N36°26'36"W 79.70 FEET; THENCE N52°19'52"W 576.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY 232.24 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 66°31'58" TO THE END OF SAID CURVE; THENCE

EXHIBIT "A-1"

OP.
BOOK 1417 PAGE

GOLF COURSE 6 (CONTINUED)

S61°08'10"W 22.05 FEET; THENCE S86°34'08"W 91.06 FEET; THENCE
S54°35'04"W 165.89 FEET; THENCE N89°51'20"W 278.10 FEET TO THE
NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID
RIGHT-OF-WAY LINE RUN NORTHWESTERLY TO THE AFOREDESCRIBED POINT "C"
FOR THE END OF THIS DESCRIPTION.
(CONTAINING 68.01 ACRES)

CLUB HOUSE SITE

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 582.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°49'14"W 770.28 FEET; THENCE S24°33'22"E 832.47 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET TO WHICH A RADIAL LINE BEARS N31°35'07"W; THENCE NORTHEASTERLY 213.29 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°13'11" TO THE END OF SAID CURVE; THENCE N80°38'04"E 226.69 FEET; THENCE N00°11'06"E 643.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-3"

GOLF COURSE 1

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 582.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°49'14"W 770.28 FEET; THENCE S24°33'22"E 832.47 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET TO WHICH A RADIAL LINE BEARS N31°35'07"W; THENCE NORTHEASTERLY 213.29 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°13'11" TO THE END OF SAID CURVE; THENCE N80°38'04"E 300.26 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1118.30 FEET; THENCE EASTERLY 356.15 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 18°14'49" TO THE BEGINNING OF A COMPOUND CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 820.00 FEET; THENCE SOUTHEASTERLY 109.26 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°38'04"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN N25°17'03"E 87.21 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE NORTHEASTERLY 237.62 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°30'29" TO THE END OF SAID CURVE; THENCE N74°47'32"E 160.17 FEET; THENCE N74°45'11"E 59.40 FEET; THENCE N47°41'57"E 41.92 FEET; THENCE S67°05'10"E 100.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 150.00 FEET TO WHICH A RADIAL LINE BEARS S67°05'10"E; THENCE NORTHERLY 35.39 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°31'05" TO THE BEGINNING OF A REVERSE CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1230.00 FEET; THENCE NORTHERLY 114.61 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°20'20" TO THE END OF SAID CURVE; THENCE N14°44'05"E 50.87 FEET; THENCE N75°15'55"W 100.00 FEET; THENCE N14°44'05"E 67.83 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 670.00 FEET; THENCE NORTHERLY 158.84 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°35'00" THENCE DEPARTING SAID CURVE RUN N89°48'54"W 249.17 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET TO WHICH A RADIAL LINE BEARS S49°08'18"E; THENCE SOUTHWESTERLY 31.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°01'22" TO THE END OF SAID CURVE; THENCE S49°53'04"W 226.24 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY 15.66 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 04°29'12"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN S32°07'26"E 100.12 FEET; THENCE S51°41'03"W 50.64 FEET; THENCE S80°10'41"W 124.68 FEET; THENCE N89°49'14"W 180.00 FEET; THENCE S59°26'53"W 51.99 FEET; THENCE S55°19'04"W 75.99 FEET; THENCE N89°48'54"W 217.05 FEET TO A POINT THAT BEARS S00°11'06"W OF THE POINT OF BEGINNING; THENCE N00°11'06"E 319.98 FEET TO THE POINT OF BEGINNING.
(CONTAINING 18.96 ACRES)

LESS THE FOLLOWING DESCRIBED CLUBHOUSE SITE:

EXHIBIT "A-3"

CLUB HOUSE SITE

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAFAYETTE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 582.49 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°49'14"W 770.28 FEET; THENCE S24°33'22"W 832.47 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 550.00 FEET TO WHICH A RADIAL LINE BEARS N31°35'07"W; THENCE NORTHEASTERLY 213.29 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 22°13'11" TO THE END OF SAID CURVE; THENCE N80°38'04"E 226.69 FEET; THENCE N00°11'06"E 643.73 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A-3"

GOLF COURSE 2

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S89°48'54"E 776.89 FEET; THENCE S00°11'06"W 488.70 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE SOUTHERLY 245.05 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 14°32'59" TO THE END OF SAID CURVE; THENCE S14°44'05"W 118.70 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1035.00 FEET; THENCE SOUTHERLY 86.76 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 04°48'10" TO THE END OF SAID CURVE; THENCE S09°55'56"W 397.40 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 165.00 FEET; THENCE SOUTHWESTERLY 138.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 48°00'51" TO THE END OF SAID CURVE; THENCE S57°56'47"W 172.73 FEET; THENCE S32°03'13"E 70.00 FEET; THENCE N57°56'47"E 172.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY 196.93 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 48°00'51" TO THE END OF SAID CURVE; THENCE N09°55'56"W 397.40 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 965.00 FEET; THENCE NORTHERLY 80.89 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 04°48'10" TO THE END OF SAID CURVE; THENCE N14°44'05"E 24.59 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N14°44'05"E 94.11 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1035.00 FEET; THENCE NORTHERLY 148.93 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 08°14'39"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN S89°48'54"E 110.43 FEET; THENCE N68°20'03"E 80.14 FEET; THENCE N50°11'57"E 74.52 FEET; THENCE N30°29'50"E 289.87 FEET; THENCE N42°18'58"E 32.93 FEET; THENCE S89°48'54"E 962.66 FEET; THENCE S00°11'06"W 33.96 FEET; THENCE S22°35'40"E 94.01 FEET; THENCE S39°41'03"E 138.87 FEET; THENCE S37°47'10"E 48.76 FEET; THENCE S31°25'30"E 48.37 FEET; THENCE S24°54'00"E 48.37 FEET; THENCE S18°22'30"E 48.37 FEET; THENCE S11°51'00"E 48.37 FEET; THENCE S05°19'30"E 48.37 FEET; THENCE S00°21'59"W 49.17 FEET; THENCE S01°08'24"W 350.00 FEET; THENCE S01°11'59"W 49.84 FEET; THENCE S02°54'57"W 49.63 FEET; THENCE S03°10'27"W 207.55 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1325.00 FEET; THENCE SOUTHERLY 216.68 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°22'11" TO THE END OF SAID CURVE; THENCE S06°11'44"E 106.12 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1075.00 FEET; THENCE SOUTHERLY 215.61 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°29'30" TO THE END OF SAID CURVE; THENCE S05°17'46"W 220.59 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 425.00 FEET; THENCE SOUTHERLY 292.43 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 39°25'23" TO THE END OF SAID CURVE; THENCE S34°07'37"E 110.55 FEET; THENCE S33°33'17"E 48.98 FEET; THENCE S22°12'45"E 46.46 FEET; THENCE S06°54'54"E 47.04 FEET; THENCE S00°25'55"E 125.00 FEET; THENCE S89°34'05"W 294.27 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 3975.00 FEET; THENCE WESTERLY 99.43 FEET ALONG THE ARC THEREOF

GOLF COURSE 2 (CONTINUED)

THROUGH A CENTRAL ANGLE OF $01^{\circ}25'59''$; THENCE DEPARTING SAID CURVE ALONG NON-RADIAL LINE RUN $N02^{\circ}48'12''E$ 137.11 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 925.00 FEET; THENCE NORTHERLY 202.96 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF $12^{\circ}34'19''$ THENCE $N09^{\circ}46'07''W$ 168.31 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 675.00 FEET; THENCE NORTHERLY 231.16 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF $19^{\circ}37'19''$ TO THE END OF SAID CURVE THENCE $N09^{\circ}51'11''E$ 117.87 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 925.00 FEET; THENCE NORTHERLY 326.97 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF $20^{\circ}15'11''$ TO THE END OF SAID CURVE THENCE $N10^{\circ}24'00''W$ 189.33 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY 178.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF $27^{\circ}16'30''$ TO THE END OF SAID CURVE; THENCE $N37^{\circ}50'00''W$ 11.25 FEET; THENCE $N33^{\circ}09'43''$ 70.49 FEET; THENCE $N09^{\circ}31'20''E$ 131.65 FEET; THENCE $N00^{\circ}00'00''E$ 428.12 FEET; THENCE $N06^{\circ}45'49''W$ 61.02 FEET; THENCE $N33^{\circ}47'12''W$ 98.71 FEET; THENCE $N62^{\circ}26'04''W$ 100.41 FEET; THENCE $S90^{\circ}00'00''W$ 455.74 FEET; THENCE $S74^{\circ}40'22''$ 83.40 FEET; THENCE $S43^{\circ}43'44''W$ 114.62 FEET; THENCE $S10^{\circ}36'41''W$ 78.11 FEET; THENCE $S00^{\circ}00'00''W$ 224.95 FEET; THENCE $N75^{\circ}25'55''W$ 44.07 FEET; THENCE $N81^{\circ}01'02''W$ 102.80 FEET; THENCE $S90^{\circ}00'00''W$ 164.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE WESTERLY 108.34 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF $09^{\circ}55'56''$ TO THE END OF SAID CURVE; THENCE $N80^{\circ}04'04''W$ 159.15 FEET TO THE POINT OF BEGINNING.
(CONTAINING 25.82 ACRES)

EXHIBIT "A-3"

GOLF COURSE 3A

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAI COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S50°54'54"E 1994.89 FEET TO THE POINT OF BEGINNING; THENCE S38°27'13"W 429.88 FEET; THENCE S57°18'39"W 816.74 FEET; THENCE S20°06'45" 127.24 FEET; THENCE N69°53'15"E 700.00 FEET; THENCE N66°12'59"E 117.0 FEET; THENCE N50°27'54"E 115.66 FEET; THENCE N34°39'19"E 117.07 FEET; THENCE N30°52'04"E 360.00 FEET; THENCE S59°07'56"E 100.00 FEET; THENCE N30°52'04"E 16.56 FEET; THENCE N58°49'59"W 232.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 875.00 FEET; THENCE NORTHWESTERLY 101.57 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 06°39'04" TO THE POINT OF BEGINNING.
(CONTAINING 7.22 ACRES)

EXHIBIT "A-3"

GOLF COURSE 4A

A PARCEL OF LAND IN SECTION 4, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET; THENCE S53°59'31"E 2467.70 FEET TO THE POINT OF BEGINNING; THENCE S30°52'04"W 75.00 FEET; THENCE N59°07'56"W 100.00 FEET; THENCE S30°52'04"W 30.89 FEET; THENCE S59°07'56"E 100.00 FEET; THENCE S30°52'04"W 369.09 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 650.00 FEET; THENCE SOUTHWESTERLY 337.11 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 29°42'56"; THENCE ALONG A NON-TANGENT LINE RUN S04°50'58"E 75.50 FEET; THENCE S19°39'01"W 594.85 FEET; THENCE S78°46'32"E 188.89 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 3975.00 FEET; THENCE SOUTHEASTERLY 105.54 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°31'17"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN N09°42'11"E 217.11 FEET; THENCE N26°30'17"E 280.11 FEET; THENCE N31°57'00"E 104.45 FEET; THENCE N77°54'55"E 91.77 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 925.00 FEET TO WHICH A RADIAL LINE BEARS N89°25'39"W; THENCE NORTHERLY 149.83 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°16'51" TO THE END OF SAID CURVE; THENCE N09°51'11"E 117.89 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 675.00 FEET; THENCE NORTHERLY 148.14 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 12°34'27"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN N87°16'45"E 100.00 FEET TO A POINT ON A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 775.00 FEET; THENCE NORTHERLY 103.87 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°40'44" TO THE END OF SAID CURVE; THENCE N10°24'00"W 189.33 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE NORTHERLY 55.13 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 14°02'15" TO THE POINT OF BEGINNING.
(CONTAINING 7.79 ACRES)

GOLF COURSE 5

A PARCEL OF LAND LYING WITHIN SECTION 9, TOWNSHIP 23 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 FEET TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FEET THENCE S89°48'54"E 2962.46 FEET; THENCE S00°34'16"W 2800.16 FEET; THENCE S89°34'05"W 81.29 FEET; THENCE S34°30'57"W 451.40 FEET TO THE POINT OF BEGINNING; THENCE S00°53'07"W 953.77 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE SOUTHWESTERLY 188.75 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 28°50'20" TO THE END OF SAID CURVE; THENCE S29°43'27"W 743.64 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHWESTERLY 79.30 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 60°34'49" TO THE END OF SAID CURVE; THENCE N89°41'44"W 311.11 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 75.00 FEET; THENCE NORTHWESTERLY 56.48 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 43°08'43" TO THE END OF SAID CURVE; THENCE N46°33'01"W 214.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY 125.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 19°10'28" TO THE END OF SAID CURVE; THENCE N27°22'32"W 203.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 375.00 FEET; THENCE NORTHWESTERLY 89.16 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 13°37'19" TO THE END OF SAID CURVE; THENCE N13°45'13"W 312.59 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1170.00 FEET; THENCE NORTHWESTERLY 184.41 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°01'50"; THENCE DEPARTING SAID CURVE ALONG A RADIAL LINE RUN S85°16'37"W 100.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1270.00 FEET TO WHICH A RADIAL LINE BEARS S85°16'37"W; THENCE NORTHERLY 15.70 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°42'30" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY 151.60 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 86°51'42" TO THE END OF SAID CURVE; THENCE S89°07'25"W 51.33 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHWESTERLY 39.79 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 91°10'54" TO THE END OF SAID CURVE; THENCE N00°18'19"E 204.03 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 445.00 FEET; THENCE NORTHERLY 189.19 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 24°21'33" TO THE END OF SAID CURVE; THENCE N24°39'52"E 198.54 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1255.00 FEET; THENCE NORTHEASTERLY 30.95 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 01°24'47" TO THE BEGINNING OF A REVERSE CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY 38.29 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 87°45'41" TO THE END OF SAID CURVE; THENCE S68°59'15"E 47.35 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY 65.74

EXHIBIT "A-3"

GOLF COURSE 5 (CONTINUED)

FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°19'49" TO THE
OF SAID CURVE; THENCE S06°20'34"W 95.91 FEET TO THE BEGINNING OF A C
CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 175.00 FEET; TH
SOUTHEASTERLY 137.78 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGL
45°06'39" TO THE END OF SAID CURVE; THENCE S38°46'05"E 253.84 FEET TO
BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 27
FEET; THENCE SOUTHEASTERLY 155.05 FEET ALONG THE ARC THEREOF THROUO
CENTRAL ANGLE OF 32°18'13" TO THE BEGINNING OF A REVERSE CURVE CON
SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 3
FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 78°58'23" TO THE
OF SAID CURVE; THENCE S07°54'05"W 100.63 FEET TO THE BEGINNING OF A C
CONCAVE EASTERLY AND HAVING A RADIUS OF 175.00 FEET; THENCE SOUTHERLY 15
FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 05°07'36"; THE
DEPARTING SAID CURVE ALONG A RADIAL LINE RUN N87°13'30"W 100.03 FE
THENCE S04°05'15"W 79.57 FEET; THENCE S30°36'27"E 94.75 FEET; THE
S31°01'02"E 433.95 FEET; THENCE S41°44'07"E 93.14 FEET; THENCE S48°03'2
119.13 FEET; THENCE S60°06'13"E 66.79 FEET; THENCE S78°26'37"E 58.78 FE
THENCE N72°20'12"E 60.13 FEET; THENCE N66°12'07"E 56.45 FEET; THE
N26°05'43"E 69.67 FEET; THENCE N14°45'19"E 52.54 FEET; THENCE N08°10'4
54.51 FEET; THENCE N18°15'46"W 63.35 FEET; THENCE N23°25'12"E 134.67 FE
THENCE N34°13'27"W 64.26 FEET; THENCE N68°34'09"E 65.77 FEET; THE
N58°17'23"E 64.34 FEET; THENCE N27°21'36"E 94.07 FEET; THENCE N03°13'34
37.27 FEET; THENCE N04°24'22"E 424.83 FEET; THENCE N02°24'14"W 76.49 FE
THENCE N20°25'42"W 87.40 FEET; THENCE N40°34'34"W 87.52 FEET; THE
N60°45'47"W 87.73 FEET; THENCE N81°00'25"W 88.01 FEET; THENCE S84°17'56
66.95 FEET; THENCE S83°17'30"W 320.33 FEET; THENCE S41°53'25"W 214.43 FE
THENCE S31°03'19"W 26.36 FEET; THENCE S24°40'35"W 60.56 FEET; THEN
S51°13'55"W 67.74 FEET; THENCE N38°46'05"W 226.49 FEET TO THE BEGINNING
A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 125.00 FEET; THEN
NORTHERLY 98.42 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE
45°06'39" TO THE END OF SAID CURVE; THENCE N06°20'34"E 95.91 FEET TO T
BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 100.00 FE
THENCE NORTHERLY 26.80 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANG
OF 15°21'24"; THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE R
N80°59'29"E 107.40 FEET; THENCE N04°17'10"E 105.11 FEET; THENCE N74°48'29
91.16 FEET; THENCE N46°43'00"E 22.45 FEET; THENCE N80°46'18"E 54.62 FEET
A POINT ON A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 4320.00 FEET
WHICH A RADIAL LINE BEARS S09°30'57"W; THENCE EASTERLY 750.05 FEET ALON
THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 09°56'52" TO THE END OF SAI
CURVE; THENCE N89°34'05"E 285.70 FEET TO THE POINT OF BEGINNING.
(CONTAINING 31.18 ACRES)

EXHIBIT "A-3"

GOLF COURSE 6

A PARCEL OF LAND IN SECTIONS 4 AND 9, TOWNSHIP 23 SOUTH, RANGE 26 E
LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF AFORESAID SECTION 4; THENCE ALONG
NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 4 RUN N89°47'11"W 2650.48 F
TO THE NORTH 1/4 CORNER OF SECTION 4; THENCE S22°57'45"W 2618.13 FE
THENCE S00°41'53"W 565.97 FEET; THENCE N89°49'14"W 582.49 FEET; THE
S00°11'06"W 643.73 FEET; THENCE S19°53'31"W 114.62 FEET TO THE POINT
BEGINNING; THENCE S80°38'04"W 170.67 FEET TO THE BEGINNING OF A CU
CONCAVE SOUTHERLY AND HAVING A RADIUS OF 450.00 FEET; THENCE WESTE
124.37 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 15°50'0
THENCE DEPARTING SAID CURVE ALONG A NON-RADIAL LINE RUN S41°19'41"E 273
FEET; THENCE S46°56'56"E 116.68 FEET; THENCE S10°03'12"E 113.29 FE
THENCE S30°57'30"W 121.09 FEET; THENCE S73°08'10"W 124.04 FEET; THE
N63°47'46"W 111.73 FEET; THENCE N31°08'49"W 77.86 FEET; THENCE N07°54'41
99.10 FEET; THENCE N41°19'41"W 208.99 FEET TO A POINT ON A CURVE CONCA
SOUTHEASTERLY AND HAVING A RADIUS OF 450.00 FEET TO WHICH A RADIAL L
BEARS N57°27'20"W; THENCE SOUTHWESTERLY 8.82 FEET ALONG THE ARC THERE
THROUGH A CENTRAL ANGLE OF 01°07'22" TO THE END OF SAID CURVE; THE
S31°25'17"W 162.83 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTER
AND HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHWESTERLY 268.36 FEET AL
THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 34°10'08" TO THE BEGINNING OF
REVERSE CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY 39.
FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°24'30" TO T
NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; SAID POINT BEING HERE
DESIGNATED AS POINT "C"; RETURN TO THE POINT OF BEGINNING AND RUN THENC
S09°21'56"E 173.89 FEET; THENCE S47°55'36"E 630.04 FEET TO THE BEGINNING
A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 650.00 FEET; THEN
SOUTHEASTERLY 238.09 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE
20°59'14" TO THE END OF SAID CURVE; THENCE S26°56'22"E 27.48 FEET; THEN
S11°18'55"E 148.03 FEET; THENCE S39°45'17"E 94.35 FEET; THENCE S77°32'46
121.14 FEET; THENCE N58°16'15"E 123.93 FEET; THENCE N17°07'49"E 120..
FEET; THENCE N24°18'07"W 93.54 FEET; THENCE N47°42'49"W 102.27 FEET; THEN
N26°56'22"W 52.95 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY
AND HAVING A RADIUS OF 900.00 FEET; THENCE NORTHWESTERLY 329.67 FEET ALON
THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 20°59'14" TO THE END OF SAID
CURVE; THENCE N47°55'36"W 486.95 FEET; THENCE N41°23'53"W 56.40 FEET
THENCE N11°02'06"W 89.41 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY AN
HAVING A RADIUS OF 600.92 FEET TO WHICH A RADIAL LINE BEARS N11°02'06"W
THENCE SOUTHEASTERLY 208.89 FEET ALONG THE ARC THEREOF THROUGH A CENTRA
ANGLE OF 19°54'59" TO THE BEGINNING OF A COMPOUND CURVE CONCAV
SOUTHWESTERLY AND HAVING A RADIUS OF 750.00 FEET; THENCE SOUTHEASTERLY
798.57 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL
ANGLE OF 61°00'21" TO THE END OF SAID CURVE; THENCE S20°06'45" 700.08 FEE
TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS O
535.00 FEET; THENCE SOUTHEASTERLY 67.94 FEET ALONG THE ARC THEREOF THROUG
A CENTRAL ANGLE OF 07°16'33"; THENCE DEPARTING SAID CURVE ALONG A NON-
TANGENT LINE RUN S49°06'00"W 87.13 FEET TO THE BEGINNING OF A CURVE CONCAV
SOUTHEASTERLY AND HAVING A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY

EXHIBIT "A-3"

GOLF COURSE 6 (CONTINUED)

154.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°11'39" TO THE END OF SAID CURVE; THENCE S16°54'21"W 139.78 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY 262.48 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°11'40" TO THE END OF SAID CURVE; THENCE S58°17'18"E 258.34 FEET; THENCE S75°10'59"E 85.78 FEET; THENCE N74°08'37"E 217.14 FEET; THENCE S72°36'00"E 25.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1185.00 FEET; THENCE SOUTHWESTERLY 150.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°15'57" TO THE END OF SAID CURVE; THENCE S24°39'52"W 160.94 FEET; THENCE N75°10'10"W 328.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE NORTHWESTERLY 128.85 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°48'45" TO THE END OF SAID CURVE; THENCE N63°21'26"W 467.98 FEET; THENCE N26°38'34"E 65.20 FEET; THENCE N37°57'56"E 60.33 FEET; THENCE N01°29'11"E 122.68 FEET; THENCE N45°19'41"W 123.71 FEET; THENCE N86°24'26"W 119.00 FEET; THENCE S52°35'20"W 63.14 FEET; THENCE S38°19'54"W 72.35 FEET; THENCE S22°20'15"W 65.14 FEET; THENCE S45°15'08"W 91.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY 80.72 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 36°59'54" TO THE END OF SAID CURVE; THENCE S82°15'03"W 58.18 FEET; THENCE N72°05'58"W 66.56 FEET; THENCE N84°45'49"W 70.16 FEET; THENCE S52°42'04"E 120.40 FEET; THENCE S12°59'35"W 114.20 FEET; THENCE S25°58'25"E 119.00 FEET; THENCE S69°40'51"E 117.25 FEET; THENCE N74°26'47"E 81.34 FEET; THENCE N52°48'29"E 32.85 FEET; THENCE N69°49'11"E 61.44 FEET; THENCE N82°15'03"E 21.66 FEET; THENCE N78°31'02"E 48.84 FEET; THENCE N74°31'42"E 48.07 FEET; THENCE N59°39'23"E 29.21 FEET; THENCE S63°12'27"E 24.20 FEET; THENCE S46°28'15"E 40.58 FEET; THENCE S63°21'26"E 617.75 FEET; THENCE S68°50'29"E 64.99 FEET; THENCE S75°14'03"E 389.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 515.00 FEET TO WHICH A RADIAL LINE BEARS A CENTRAL ANGLE OF 00°31'26" TO THE END OF SAID CURVE; THENCE S00°18'19"E 224.75 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1515.00 FEET; THENCE SOUTHERLY 73.00 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°45'39"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S87°32'40"W 25.00 FEET; THENCE N70°53'05"W 87.13 FEET; THENCE N63°36'39"W 58.05 FEET; THENCE N83°45'18"W 95.94 FEET; THENCE S49°18'26"W 102.72 FEET; THENCE N76°33'06"W 44.29 FEET; THENCE N23°42'22"W 37.25 FEET; THENCE N36°26'36"W 79.70 FEET; THENCE N52°19'52"W 576.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY 232.24 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 66°31'58" TO THE END OF SAID CURVE; THENCE S61°08'10"W 22.05 FEET; THENCE S86°34'08"W 91.06 FEET; THENCE S54°35'04"W 165.89 FEET; THENCE N89°51'20"W 278.10 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN NORTHWESTERLY TO THE AFOREDESCRIBED POINT "C" FOR THE END OF THIS DESCRIPTION.
(CONTAINING 68.01 ACRES)

EXHIBIT "A-3"

GOLF COURSE 6 (CONTINUED)

154.52 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 32°11'39" TO THE END OF SAID CURVE; THENCE S16°54'21"W 139.78 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY 262.48 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 75°11'40" TO THE END OF SAID CURVE; THENCE S58°17'18"E 258.34 FEET; THENCE S75°10'59"E 85.78 FEET; THENCE N74°08'37"E 217.14 FEET; THENCE S72°36'05"E 25.00 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1185.00 FEET; THENCE SOUTHWESTERLY 150.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 07°15'57" TO THE END OF SAID CURVE; THENCE S24°39'52"W 160.94 FEET; THENCE N75°10'10"W 328.08 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 625.00 FEET; THENCE NORTHWESTERLY 128.85 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 11°48'45" TO THE END OF SAID CURVE; THENCE N63°21'26"W 467.98 FEET; THENCE N26°38'34"E 65.20 FEET; THENCE N37°57'56"E 60.33 FEET; THENCE N01°29'15"E 122.68 FEET; THENCE N45°19'41"W 123.71 FEET; THENCE N86°24'26"W 119.73 FEET; THENCE S52°35'20"W 63.14 FEET; THENCE S38°19'54"W 72.35 FEET; THENCE S22°20'15"W 65.14 FEET; THENCE S45°15'08"W 91.65 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE SOUTHWESTERLY 80.72 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 36°59'54" TO THE END OF SAID CURVE; THENCE S82°15'03"W 58.18 FEET; THENCE N72°05'58"W 66.56 FEET; THENCE N84°45'49"W 70.16 FEET; THENCE S52°42'04"W 120.40 FEET; THENCE S12°59'35"W 114.20 FEET; THENCE S25°58'25"E 119.65 FEET; THENCE S69°40'51"E 117.25 FEET; THENCE N74°26'47"E 81.34 FEET; THENCE N52°48'29"E 32.85 FEET; THENCE N69°49'11"E 61.44 FEET; THENCE N82°15'03"E 21.66 FEET; THENCE N78°31'02"E 48.84 FEET; THENCE N74°31'42"E 48.07 FEET; THENCE N59°39'23"E 29.21 FEET; THENCE S63°12'27"E 24.20 FEET; THENCE S46°28'15"E 40.58 FEET; THENCE S63°21'26"E 617.75 FEET; THENCE S68°50'29"E 64.99 FEET; THENCE S75°14'03"E 389.39 FEET TO A POINT ON A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 515.00 FEET TO WHICH A RADIAL LINE BEARS N89°10'15"W; THENCE SOUTHERLY 4.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 00°31'26" TO THE END OF SAID CURVE; THENCE S00°18'19"W 224.75 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1515.00 FEET; THENCE SOUTHERLY 73.00 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°45'39"; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE RUN S87°32'40"W 25.00 FEET; THENCE N70°53'05"W 87.13 FEET; THENCE N63°36'39"W 58.05 FEET; THENCE N83°45'18"W 95.94 FEET; THENCE S49°18'26"W 102.72 FEET; THENCE N76°33'06"W 44.29 FEET; THENCE N23°42'22"W 37.25 FEET; THENCE N36°26'36"W 79.70 FEET; THENCE N52°19'52"W 576.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE WESTERLY 232.24 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 66°31'58" TO THE END OF SAID CURVE; THENCE S61°08'10"W 22.05 FEET; THENCE S86°34'08"W 91.06 FEET; THENCE S54°35'04"W 165.89 FEET; THENCE N89°51'20"W 278.10 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 27; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN NORTHWESTERLY TO THE AFOREDESCRIBED POINT "C" FOR THE END OF THIS DESCRIPTION.
(CONTAINING 68.01 ACRES)

96 10398

BY-LAWS

OF

DR BOOK 1417 PAGE 312

KINGS RIDGE COMMUNITY ASSOCIATION, INC.

ARTICLE I
NAME AND LOCATION

The name of the corporation is KINGS RIDGE COMMUNITY ASSOCIATION, INC. ("Community Association"). The principal office of the corporation shall be located at 14145 Kings Ridge Boulevard, Clermont, Florida 34711.

ARTICLE II
DEFINITIONS

The definitions contained in the Community Declaration of Restrictive Covenants ("Community Declaration") relating to the Community known as Kings Ridge at Clermont, recorded, in the Public Records of Lake County, Florida, and incorporated herein by reference and made a part hereof.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meetings. Except as set forth to the contrary, the annual 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. The election of Directors, if one is required to be held, must be held at, or in conjunction with, the annual meeting.

Section 2. Special Meetings. Special meetings may be called at any time by the President, the Board, or upon written request of at least twenty-five (25%) percent of the total Voting Interests of the Community Association. Business conducted at a special meeting is limited to the purposes described in the notice above.

Section 3. Notice of Meetings. Written notice of each meeting shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Notice of the annual meeting need not include a description of the purposes for which the meeting is called. Notice of a special meeting must include a description of the purposes for which the meeting is called. A copy of the notice shall be mailed to each Neighborhood Association as designated agent for 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 Neighborhood Associations' address last appearing on the books of the Community

Association. The notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting. The Neighborhood Association shall be solely responsible to obtain the votes of its members so as to authorize the Neighborhood Voting Member(s) to cast the votes of the members in the Neighborhood.

Section 4. Quorum. Until Class B memberships terminate, a majority of the Class B members alone shall constitute a quorum. Thereafter, the presence, by person or proxy, at the meeting, of Neighborhood Voting Members entitled to cast fifty-one percent (51%) of the votes of the Community Association which are entitled to vote on the matters to be considered at that meeting, shall constitute a quorum for any action, except as otherwise provided in the Articles, the Community Declaration, or these By-Laws. If, however, a quorum shall not be present at any meeting, the members present shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum is present. It is not necessary that the date, time, or place of an adjourned meeting be announced at the meeting before an adjournment is taken, although, if so announced, the announcement shall be effective. Any business that might have been transacted on the original date of the meeting may be transacted at an adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under F.S. 617.0707, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

Section 5. Vote. Any decision that requires a vote of the Members must be made by the concurrence of at least a majority of the voting interest present, in person or by proxy, represented at a meeting at which a quorum has been attained.

Section 6. Proxies. At all meetings, each member entitled to vote may vote in person or by proxy. All proxies shall comply with the provisions of F.S. 617.306(6) and shall be in writing and filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given. As to Class A members, a proxy shall automatically cease upon conveyance by the member of the Homesite owned by the member.

Section 7. Recording. Any Owner may tape record or video tape meetings of the Board and/or Members. The Board may adopt reasonable rules governing the taping of meetings.

Section 8. Minutes. Minutes of all meetings of the members or the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Community Association shall be managed by a Board consisting of three (3) persons. Board members appointed by Declarant or elected by the Class B members need not be members of the Community Association. Board members elected by the Class A members must be members of the Community Association.

Section 2. Term of Office. The election of Directors after the first Board shall be held at the annual meeting, as provided in the Articles. Directors shall be elected for a term of one (1) year (except that the term of the first Board shall extend until their successors are elected as provided in the Articles).

Section 3. Removal. Any vacancy created by the resignation or removal of a Board member appointed by Declarant or elected by the Class B members may be replaced by Declarant. Any vacancy in the first Board may be filled by, and any member of the first Board may be removed by, Declarant. In the event of death, resignation or removal of a Director, a successor shall be selected by: (i) if appointed by Declarant or elected by the Class B members, by Declarant; or (ii) if elected by the Class A members, the replacement shall be appointed by the remaining Directors. In the event that there is a failure to fill vacancies on the Board sufficient to constitute a quorum, the provisions of F.S. 617.305 shall apply.

Section 4. Compensation. No Director shall receive compensation for any service rendered, as a Director, to the Community Association. However, any Director may be reimbursed for actual expenses incurred as a Director.

Section 5. Action Taken Without a Meeting. 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.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors shall be conducted as follows:

Section 1. Classes. Until the Community Completion Date, the Declarant shall have the unrestricted power to appoint all directors of the Community Association. Thereafter, until termination of the Class B memberships, the Class B members shall

elect all Directors of the Community Association. After the termination of the Class B memberships, the Class A members shall elect all directors of the Community Association.

Section 2. Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all members present. The person(s) receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board shall be held, unless waived, not less than every three (3) months. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

Section 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 making such notice imprudent. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. A vote or abstention from voting on each matter voted upon each Director present at a Board meeting must be recorded in the minutes. 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. Directors may not vote by proxy or secret ballot at Board meetings, except that secret ballots may be used in the election of officers.

Section 4. Open Meetings. Meetings of the Board shall be open to all members. Notices of meetings of the Board shall be posted in a conspicuous place on Community Association Property (or on the Club Facilities) at least 48 hours in advance, except in an emergency. Notices of any meetings of the Board at which Assessments against Homesites are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

Section 5. Limitation. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

Section 6. Minutes. Minutes of Board meetings must be maintained pursuant to F.S. 617.303(3).

ARTICLE VII
POWERS AND DUTIES OF THE BOARD

Section 1. Powers. The Board shall, subject to the limitations and reservations set forth in the Community Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Community Association, including, but not limited to, cause the Community Association to do the following:

(a) Exercise all powers, duties and authority vested in or delegated to the Community Association by law and in these By-Laws, the Articles, the Community Declaration and the Club Covenants, including, without limitation, adopt budgets, levy assessments and collect and remit the Club Charges;

(b) Adopt, publish, promulgate and enforce rules and regulations governing the use of the Properties and the Club Facilities as provided in the Club Covenants by the members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof;

(c) Suspend the voting rights and right of use of the Common Area, Community Services and Club Facilities as provided in the Club Covenants 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 the Community Association;

(d) 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;

(e) Employ, on behalf of the Community Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc. any or all of the duties and functions of the Community Association and/or its officers;

(f) Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Area, Community Services and Club Facilities, as provided in the Club Covenants, and with any other matters involving the Community Association or its members, on behalf of the Community Association or the discharge of its duties, as may be necessary or convenient for the operation and management of the Community Association and in accomplishing the purposes set forth in the Community Declaration;

(g) Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-parcel owners, which

affect Common Area, Community Services, the Properties or Club Facilities and to alter, add to, relocate or improve the Common Area, Community Services, Properties and/or Club Facilities as provided in the Club Covenants;

Section 2. Vote. The Board shall exercise all powers so granted except where the Community Declaration, Articles or these By-Laws specifically require a vote of the members.

Section 3. Limitations. For so long as the Class B memberships exist, actions of the Community Association, Board and/or A.C.C. and/or committee shall be subject to the approval of the Class B Member. If disapproved, the action shall have no force and effect. This right shall be exercisable only by the Class B Member, its successors, and assigns.

For so long as the Class B memberships exist, no action authorized by the Community Association, Board, A.C.C. or any committee shall become effective, nor shall any action, policy, or program be implemented until and unless:

(a) The Class B Member shall have been given written notice of all meetings and proposed actions approved at meetings of the Community Association and Neighborhood Association where Community Association business is to be considered, Board, A.C.C. or any committee by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Community Association, as it may change from time to time.

(b) The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any proposed action, policy, or program to be implemented by the Community Association, Board, A.C.C. or any committee.

(c) The Class B Member shall have and is hereby granted a right to disapprove any such action, policy, or program proposed or authorized by the Community Association, Board, A.C.C. or any committee.

(d) This right may be exercised by the Class B Member, its representatives, or agents at any time within ten (10) days following the 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 the Community Association, Board, A.C.C. or any committee.

ARTICLE VIII

OBLIGATIONS OF ASSOCIATION

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

(a) Maintain and make available all official records of the Community Association as required by the provisions of F.S. 617.303;

(b) Supervise all officers, agents and employees of the Community Association, and to see that their duties are properly performed;

(c) Fix and collect the amount of the annual and other Assessments and/or, where appropriate, Charges against, or due from, each Owner including, but not limited to, fines, lien enforcement, and other necessary legal proceedings, and pay, or cause to be paid, all obligations of the Community Association or where the Community Association has agreed to do so, of the Owners;

(d) Issue, or to cause an appropriate officer or agent to issue, upon demand by any person, a certificate setting forth whether or not Assessments and/or Charges have been paid. A reasonable charge may be made by for the issuance of the certificate. If the certificate states that Assessments and/or Charges have been paid, such certificate shall, as against other than the Owner, be conclusive evidence of such payment;

(e) Procure and maintain adequate bonds, liability, hazard, property and/or casualty insurance, as required;

(f) Administer the reconstruction after casualty of improvements on the Common Area, Community Services and Club Facilities as provided in the Club Covenants, as required;

(g) Operate, maintain, repair and replace the Common Area, Community Services and Club Facilities as provided in the Club Covenants, as required;

(h) Enforce the provisions of the Community Declaration, Articles, these By-Laws, Rules and Regulations and, where appropriate, Club Covenants.

ARTICLE IX OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of this Community Association

shall be a President, a Vice President, a Secretary, and a Treasurer.

Section 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 meeting of the Community Association.

Section 3. Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of the Community Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Community 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.

Section 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.

Section 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.

Section 7. Multiple Offices. The offices of President or Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Community 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.

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.

SECRETARY

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

TREASURER

The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of the Community Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of the Community Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of F.S. 617.303; cause an annual budget and a statement of income and expenditures to be prepared and presented to the membership at the annual meeting; and perform such other duties as required by the Board.

ARTICLE X COMMITTEES

Section 1. General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

Section 2. Enforcement Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board may appoint an Enforcement Committee to act, in accordance with the provisions of the Community Declaration, as the hearing tribunal of the Community Association.

Section 3. A.C.C. The Declarant shall have the sole right to appoint the members of the A.C.C. until such time as provided in the Community Declaration. Upon expiration of the right of Declarant to appoint members of the A.C.C. as provided in the Community Declaration, the Board shall appoint the members of the A.C.C. As provided under the Community Declaration, the Community Association shall have the authority and standing to seek

enforcement in courts of competent jurisdiction any decisions of the A.C.C.

ARTICLE XI RECORDS

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

ARTICLE XIII CORPORATE SEAL

The Community Association shall have an impression seal in circular form.

ARTICLE XIII AMENDMENTS

Section 1. Procedure. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the Board members, as appropriate. In order for an amendment to become effective, it must be approved at a duly called meeting, by an affirmative vote of: (i) until the sale of a Homesite in the Community to an Owner other than Declarant, only by a majority of the Board; and (ii) thereafter, while Class B memberships exist, by a majority of the Class B members only; and (iii) thereafter, by sixty-six (66%) percent of the votes of both the Class A members and Board.

Section 2. Limitation. No amendment, alteration or rescission of all or any part of these By-Laws, the Articles or Community Declaration, shall be made which shall affect the interests of Declarant, Club Owner, Class B member or Incorporator without the written consent of Declarant, Club Owner, Class B member or Incorporator being first obtained.

Section 3. 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 Community Declaration and these By-Laws, the Community Declaration shall control.

ARTICLE XIV MISCELLANEOUS

Section 1. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of the Community Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 2. Should any part, term, sentence, clause, or provision of this Agreement be declared by the courts to be invalid, the validity of the remaining portions shall not be affected thereby.

IN WITNESS WHEREOF, the foregoing were adopted as the By-Laws of KINGS RIDGE COMMUNITY ASSOCIATION, INC.

By:

Marshall Ames
Secretary

RETURN TO:
VICKI MEDINA
UNIVERSAL TITLE INSURANCE, INC.
730 N.W. 107 AVENUE #115
MIAMI, FL 33172

600304

Doc# 2000084345
Book: 1868
Pages: 1345 - 1349
Filed & Recorded
10/09/2000 10:09:17 AM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING \$ 21.00
TRUST FUND \$ 3.00
DEED DOC STAMP \$ 17,500.00

This Instrument Prepared by
and after recording ~~received~~
Martin A. Schwartz, Esq.
Bilzin Sumberg Dunn Price & Axelrod LLP
2500 First Union Financial Center
Miami, Florida 33131-2336

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of August 31, 2000, between LENNAR LAND PARTNERS, a Florida general partnership with an address at 760 N.W. 107 Avenue, Suite 400, Miami, Florida 33172 ("Grantor") and KINGS RIDGE L.L.C., a Florida limited liability company with an address at One Independent Drive, Suite 2210, Jacksonville, Florida 32202 ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate, lying and being in Lake County, Florida, more particularly described on Exhibit "A" ("Property"). The Property Appraiser's Parcel Identification (Folio) Number for the Property is 0423260003-000-01700.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for the current and subsequent years and the matters set forth in Exhibit "B" (collectively "Permitted Exceptions") without intent to reimpose the same.

G:\DMS\73121\13939\0309567.02
8/30/2000

EXHIBIT

2

AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property except as may be limited by the Permitted Exceptions; that Grantor warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, except for claims arising from the Permitted Exceptions.

This Deed is not a conveyance of all or substantially all of the assets of Grantor.

This is a conveyance made in the regular course of business of Grantor.

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

LENNAR LAND PARTNERS, a Florida general
partnership

BY: LENNAR LAND PARTNERS SUB, INC., a
Delaware corporation, Managing Partner

Signature: [Signature]
Print Name: Adam D. Lustig

By: [Signature]
Waynewright Malcolm, Vice President

Signature: [Signature]
Print Name: BARRY ZANDER

[Affix Corporate Seal]

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30th day August, 2000 by Waynewright Malcolm as Vice President of Lennar Land Partners Sub, Inc., a Delaware corporation, as managing partner of Lennar Land Partners, a Florida general partnership, on behalf of the corporation and the general partnership. He/she is personally known to me or has produced a Florida drivers license as identification.

My Commission Expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large

G:\DMS\73121\13939\0309567.02
8/30/2000

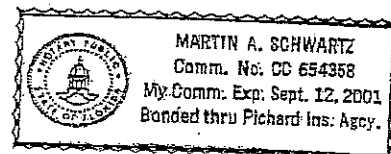


EXHIBIT "A"

The quality of this image
is equivalent to the quality
of the original document.

CLUBHOUSE SITE

Tract "B" of DEVONSHIRE AT KINGS RIDGE as recorded in Plat Book 37, Pages 29 through 31 of the Public Records of Lake County, Florida, and a portion of Section 4, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of aforesaid Section 4; thence along the North line of the Northeast 1/4 of Section 4 run N89°47'11"W for 2650.18 feet to the North 1/4 corner of Section 4; thence S22°57'45"W for 2618.13 feet; thence S00°41'53"W for 585.97 feet; thence N89°49'14"W for 582.49 feet to the POINT OF BEGINNING; thence continue N89°49'14"W for 770.28 feet; thence S24°33'22"E for 832.47 feet to a point on a curve concave southeasterly and having a radius of 550.00 feet to which a radial line bears N31°35'07"W; thence northeasterly 213.29 feet along the arc thereof through a central angle of 22°13'11" to the end of said curve; thence N80°38'04"E for 226.69 feet; thence N00°11'06"E for 643.73 feet to the Point of Beginning

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Zoning and other restrictions, regulations and prohibitions imposed by governmental authorities.
2. Variations between fences, hedges and lines of record title.
3. Any matter which a current survey of the Property would disclose.
4. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Community Declaration of Restrictive Covenants recorded February 16, 1996 in Official Records Book 1417, page 225, together with the Amendments, as recorded in Official Records Book 1447, page 1108, Second Amendment recorded in Official Records Book 1447, page 2340, Third Amendment recorded in Official Records Book 1502, page 549, Official Records Book 1593, page 239 and Official Records Book 1579, page 1472, with Assignments of Declarant Rights recorded in Official Records Book 1593, page 242, all of the Public Records of Lake County, Florida.
5. By-Laws of Kings Ridge Community Association, Inc., recorded February 16, 1996 in Official Records Book 1417, page 312, Public Records of Lake County, Florida.
6. Terms, conditions and provisions of the Preliminary Development Agreement for a Development of Regional Impact to be known as Kings Ridge at Clermont by the Notice recorded March 20, 1997 in Official Records Book 1503, page 2206, Public Records of Lake County, Florida.
7. Utility Easement in favor of the City of Clermont, a Florida municipal corporation, recorded June 9, 1997 in Official Records Book 1523, page 398, Public Records of Lake County, Florida.
8. Water Rights Service by the Final Judgment recorded January 9, 1998 in Official Records Book 1575, page 943, Public Records of Lake County, Florida.
9. Resolution No. 1994-226 recorded April 18, 1995 in Official Records Book 1357, page 1006, Public Records of Lake County, Florida.
10. Resolution No. 1994-199 recorded October 30, 1995 in Official Records Book 1395, page 1250, Public Records of Lake County, Florida.



RETURN TO:
UNIVERSAL TITLE INSURANCE CO.
725 N.W. 1ST AVENUE #110
MIAMI, FL 33137
60604

Doc 200005434A
Book 1868
Page: 1357 - 1393
Filed & Recorded
10/09/2004 10:09:17 AM
JAMES C. WATKINS
CLERK OF CIRCUIT COURT
LAKE COUNTY
RECORDING FEE 149.00
TRUST FEE 15.00

1868/1357

This instrument prepared by
and when recorded (return to)
Martin A. Schwartz, Esq.
Bilan Sumberg Dunn Price & Axelrod LLP
2500 First Union Financial Center
Miami, Florida 33131-2336

(Space Above For Recorder's Use Only)

SIXTH AMENDMENT TO COMMUNITY DECLARATION OF RESTRICTIVE COVENANTS KINGS RIDGE AT CLERMONT

THIS AMENDMENT TO COMMUNITY DECLARATION OF RESTRICTIVE COVENANTS KINGS RIDGE AT CLERMONT dated August 30, 2000 is made by LENNAR LAND PARTNERS, a Florida general partnership ("Lennar") and acknowledged by Kings Ridge Recreation Corporation, a Florida corporation.

RECITALS

A. Lennar Homes, Inc ("Homes") recorded that certain Community Declaration of Restrictive Covenants Kings Ridge at Clermont in Official Records Book 1417, Page 225, Public Records of Lake County, Florida ("Original Declaration").

B. The Original Declaration was subsequently amended by Homes by amendments recorded in Official Records Book 1447, Page 1108; Official Records Book 1447, Page 2340; Official Records Book 1502, Page 549; Official Records Book 1593, Page 239 and Official Records Book 1579, Page 1472, all in Public Records, Lake County, Florida.

The Original Declaration together with the above-referenced Amendments is referred to as the "Declaration."

C. All of Homes' rights as Declarant under the Declaration were assigned to Lennar by an Assignment dated October 31, 1997, recorded in Official Records Book 1593, Page 242, Public Records, Lake County, Florida.

D. Article II, Section 2 of the Declaration permits Lennar, as Declarant, to amend the Declaration, in its sole discretion as it deems appropriate, at any time prior to Community

EXHIBIT

3

Completion Date, without the joinder or consent of any other person or entity whatsoever.

E. Lennar desires to amend the Declaration to supply missing exhibits and clarify certain provisions.

NOW, THEREFORE, Lennar amends the Declaration as follows:

1. The Articles of Incorporation attached as Exhibit B to this Amendment shall be deemed to be the Articles of Incorporation described in Section 3 of Article I of the Declaration.

2. The By-Laws attached as Exhibit C to this Amendment shall be deemed to be the By-Laws described in Section 6 of Article I of the Declaration.

3. The Club Covenants attached as Exhibit D to this Amendment shall be deemed to be the Club Covenants described in Section 8 of the Declaration.

4. The definition of "Club Member" in Section 11 of Article I is amended to read as follows:

Each owner who elects, in its contract to purchase a Homesite or in any other document, to be a member of The Club and bound by the provision hereof relating thereto and all succeeding Owners of such Homesite.

5. The first paragraph of Section 13 of Article VI is amended to read as follows:

Covenant. Each Club Member, by electing to be a member of The Club and/or acceptance of title to a Homesite subject to membership in The Club, shall be deemed to have covenanted and agreed to pay all Club Charges, including the Club Facilities Fee, its pro-rata portion of Club Operating Costs, and charges incurred in connection with the enforcement of any of the terms and conditions hereof, including reasonable costs and attorney's and paralegal fees at all levels, including appeals, collections and bankruptcy.

The first sentence of Section 14 of Article VI is amended to read as follows:

Each Club Member, by electing to be a member of The Club and/or acceptance of title to a Homesite subject to membership in The Club, shall be deemed to have covenanted and agreed that the Club Charges, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorney's (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be

a charge and continuing lien in favor of the Club Owner encumbering the Homesite and all personal property located thereon owned by the Club Member.

7. Section 24 of Article VI is amended to read as follows:

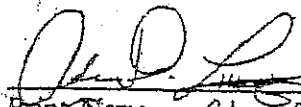
Right to Acquire. Although the Club arrangement is not a lease of recreation facilities, the Club Owner grants to the Club Members the rights to acquire, following the Community Completion Date, the Club Facilities pursuant to the provisions of F.S. 617.31 at it exists as of the date of initial recording of the Declaration.

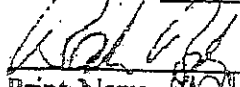
IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year indicated above.

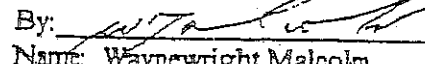
LENNAR LAND PARTNERS, a Florida general partnership

WITNESSES:

By: LENNAR LAND PARTNERS SUB, INC.,
a Delaware corporation, Managing General Partner


Print Name: Adam D. Luster


Print Name: Wayne Wright

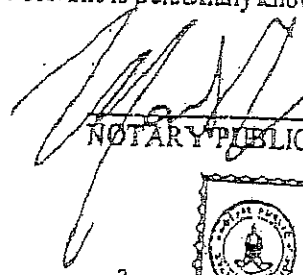
By: 
Name: Waynewright Malcolm
Title: Vice President

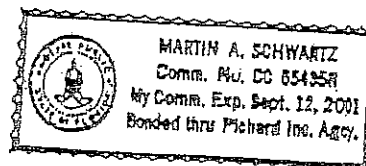
STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31 day August, 2000 by Waynewright Malcolm as Vice President of Lennar Land Partners Sub, Inc., a Delaware corporation, as managing general partner of Lennar Land Partners, a Florida general partnership, on behalf of the corporation and the general partnership. He/she is personally known to me or has produced a Florida drivers license as identification.

My Commission Expires:

0. DMS-73 121-139390309405.02
8 29-2000


NOTARY PUBLIC, State of Florida at Large



ACKNOWLEDGMENT
KINGS RIDGE RECREATION CORPORATION

KINGS RIDGE RECREATION CORPORATION ("Corporation") does hereby acknowledge that it is bound by and subject to the Sixth Amendment to Community Declaration of Restrictive Covenants Kings Ridge ("Sixth Amendment"). The Corporation agrees that this Acknowledgment is for convenience only, and is not a condition to the effectiveness of such Sixth Amendment as the Association has no right to approve any amendment to or modification of the Community Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgment as of the 31 day of August, 2000.

WITNESSES:

KINGS RIDGE RECREATION
CORPORATION, a Florida corporation

Print Name: Adam D Lustig

Print Name: BARBARA ZAND

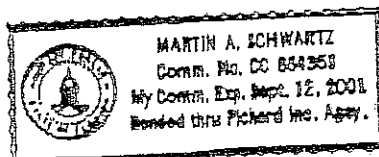
By: Wayne Wright
Name: Wayne Wright Malcolm
Title: Vice President

STATE OF FLORIDA.)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31 day August, 2000 by Wayne Wright Malcolm as Vice President of KINGS RIDGE RECREATION CORPORATION, a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced a Florida Driver's License as identification.

My Commission Expires _____

~~NOTARY PUBLIC~~, State of Florida at Large



This Instrument Prepared by
Adam D. Lustig, Esq.
Bilzin Sumberg Dunn Baena Price & Axelrod LLP
2500 First Union Financial Center
Miami, Florida 33131-2336

After recording return to:
Vicki Medina
Universal Title Insurers, Inc.
730 N.W. 107th Avenue, No. 115
Miami, Florida 33172

CPN 2001043295
BOOK 01945 PAGE 0813 - 0817
DATE: 05/10/2001 10:44:46 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES \$1.00
TRIM FUND 3.00
DEED DOC 0.70

(For Recorder's Use Only)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated as of the 30th day of August, 2000, between LENNAR LAND PARTNERS, a Florida general partnership with an address at 700 N.W. 107 Avenue, Miami, Florida 33172 ("Grantor") and KINGS RIDGE L.L.C., a Florida limited liability company with an address at One Independent Drive, Suite 2210, Jacksonville, Florida 32202 ("Grantee").

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration paid by Grantee, receipt of which is acknowledged, grants, bargains, sells and conveys to Grantee the land situate, being and being in Lake County, Florida, more particularly described on Exhibit "A" ("Property"). The Property covers a portion of Appraiser's Parcel Identification (Folio) Number 0423260003-000-01700.

TOGETHER WITH (i) any and all structures and improvements on the Property; (ii) all right, title, and interest, if any, of Grantor in any land lying in the bed of any street or highway, opened or proposed, in front of or adjoining the Property; and (iii) all easements, rights of way, privileges, licenses, appurtenances and other rights and benefits belonging to, running with the owner of, or in any way related to the Property.

TO HAVE AND TO HOLD, the same in fee simple forever.

SUBJECT TO: real estate taxes for the current and subsequent years and the matters set forth in Exhibit "B" (collectively "Permitted Exceptions") without intent to reimpose the same.

CLERK'S NOTE: THE PURPOSE OF THIS DEED IS TO CORRECT AN ERROR IN THE LEGAL DESCRIPTION ATTACHED TO THE SPECIAL WARRANTY DEED FROM LENNAR LAND PARTNERS TO KINGS RIDGE L.L.C., RECORDED IN OFFICIAL RECORDS BOOK 1868, PAGE 1345 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. ALL DOCUMENTARY STAMPS APPLICABLE TO THIS DEED HAVE BEEN AFFIXED TO THE ABOVE-REFERENCED SPECIAL WARRANTY DEED.

AND Grantor covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property except as may be limited by the Permitted Exceptions; that Grantor warrants the title to the Property and will defend the same against the lawful claims of others claiming by, through or under Grantor, except for claims arising from the Permitted Exceptions.

This Deed is not a conveyance of all or substantially all of the assets of Grantor.

This is a conveyance made in the regular course of business of Grantor.

Grantor has executed this Deed as of the date indicated above.

Signed, sealed and delivered
in the presence of:

LENNAR LAND PARTNERS, a Florida general
partnership

BY: LENNAR LAND PARTNERS SUB, INC.,
a Delaware corporation, Managing Partner

Signature: Natalie Rodriguez

By: Waynewright Malcolm, Vice President

Print Name: NATALIE RODRIGUEZ

Signature: Sandra E. Leyva

[Affix Corporate Seal]

Print Name: SANDRA E. LEYVA

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

SS:

The foregoing instrument was acknowledged before me this 16 day of February, 2001 by Waynewright Malcolm as Vice President of Lennar Land Partners Sub, Inc., a Delaware corporation, as managing partner of Lennar Land Partners, a Florida general partnership, on behalf of the corporation and the general partnership. He/she is personally known to me or has produced a Florida drivers license as identification.

Natalie Rodriguez
NOTARY PUBLIC, State of Florida at Large

My Commission Expires:

April 8, 2001



OFFICIAL NOTARY SEAL
NATALIE RODRIGUEZ
COMMISSION NO. 00000000
MY COMMISSION EXP. APR. 8, 2001

V73121\13939\# 323844 v 1
2/5/01 4:31 PM

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract "B" of DEVONSHIRE AT KINGS RIDGE as recorded in Plat Book 37, Pages 29 through 31 of the Public Records of Lake County, Florida, and a portion of Section 4, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of aforesaid Section 4; thence along the North line of the Northeast 1/4 of Section 4 run N89°47'11"W for 2650.18 feet to the North 1/4 corner of Section 4; thence S22°57'45"W for 2618.13 feet; thence S00°41'53"W for 565.97 feet; thence N89°49'14"W for 582.49 feet to the POINT OF BEGINNING; thence continue N89°49'14"W for 770.28 feet; thence S24°33'22"E for 832.47 feet to a point on a curve concave southeasterly and having a radius of 550.00 feet to which a radial line bears N31°35'07"W; thence northeasterly 213.29 feet along the arc thereof through a central angle of 22°13'11" to the end of said curve; thence N80°38'04"E for 54.13 feet; thence N09°02'33"W for 233.85 feet; thence S88°08'43"E for 207.76 feet; thence N00°11'06"E for 447.59 feet to the Point of Beginning.

Not a Certified Copy

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Zoning and other restrictions, regulations and prohibitions imposed by governmental authorities.
2. Variations between fences, hedges and lines of record title.
3. Any matter which a current survey of the Property would disclose.
4. Restrictions, covenants, conditions and easements, which include provisions for a private charge or assessment, as contained in the Community Declaration of Restrictive Covenants recorded February 16, 1996 in Official Records Book 1417, page 225, together with the Amendments, as recorded in Official Records Book 1447, page 1108, Official Records Book 1447, page 2340, Official Records Book 1502, page 549, Official Records Book 1593, page 239, Official Records Book 1579, page 1472 and Official Records Book 1868, page 1357, with Assignments of Declarant Rights recorded in Official Records Book 1393, page 242, all of the Public Records of Lake County, Florida.
5. By-Laws of Kings Ridge Community Association, Inc., recorded February 16, 1996 in Official Records Book 1417, page 312, Public Records of Lake County, Florida.
6. Terms, conditions and provisions of the Preliminary Development Agreement for a Development of Regional Impact to be known as Kings Ridge at Clermont by the Notice recorded March 20, 1997 in Official Records Book 1503, page 2206, Public Records of Lake County, Florida.
7. Utility Easement in favor of the City of Clermont, a Florida municipal corporation, recorded June 9, 1997 in Official Records Book 1523, page 398, Public Records of Lake County, Florida.
8. Water Rights Service by the Final Judgment recorded January 9, 1998 in Official Records Book 1575, page 943, Public Records of Lake County, Florida.
9. Resolution No. 1994-226 recorded April 18, 1995 in Official Records Book 1357, page 1006, Public Records of Lake County, Florida.
10. Resolution No. 1994-199 recorded October 30, 1995 in Official Records Book 1395, page 1250, Public Records of Lake County, Florida.
11. Right of Way Easement in favor of Sumter Electric Cooperative, Inc., filed September 4, 1968, in Official Records Book 365, page 782, as amended by that certain Quit Claim Deed executed by Sumter Electric Cooperative, Inc., recorded October 24, 1995 in Official Records Book 1394, page 562, Public Records of Lake County, Florida.

12. Right of Way Easement in favor of Sumter Electric Cooperative, Inc., recorded December 3, 1965 in Official Records Book 300, page 333, as amended by those certain Quit Claim Deeds executed by Sumter Electric Cooperative, Inc., recorded October 24, 1995 in Official Records Book 1394, page 562 and recorded in Official Records Book 1394, page 564, Public Records of Lake County, Florida.
13. Right of Way Easement recorded May 5, 1965 in Official Records Book 286, page 58, as amended by those certain Quit Claim Deeds executed by Sumter Electric Cooperative, Inc., recorded October 24, 1995 in Official Records Book 1394, page 562, and recorded in Official Records book 1394, page 564, Public Records of Lake County, Florida.
14. Easement in favor of the State of Florida recorded September 17, 1937 in Deed Book 182, page 507, Public Records of Lake County, Florida.
15. Right of Way Easement in favor of Sumter Electric Cooperative, Inc., recorded January 2, 1963, in Official Records Book 226, page 115, Public Records of Lake County, Florida, as amended by that certain Quit Claim Deed executed by Sumter Electric Cooperative, Inc., recorded October 24, 1995 in Official Records Book 1394, page 564, Public Records of Lake County, Florida.
16. Utilities Easement in favor of City of Clermont, a Florida municipal corporation recorded April 4, 1996 in Official Records Book 1427, page 2340, Public Records of Lake County, Florida.
17. Sewer Line Easement in favor of the City of Clermont, a Florida municipal corporation recorded August 29, 1996 in Official Records Book 1460, page 2429, Public Records of Lake County, Florida.

This instrument prepared by
Adam D. Lustig, Esq.
Bilzin Sumberg Dunn Baena Price & Axelrod LLP
2500 First Union Financial Center
Miami, Florida 33131-2336

After recording return to:
Vicki Medina
Universal Title Insurers, Inc.
730 N.W. 107th Avenue, No. 115
Miami, Florida 33172

CFR 2001043297
BOOK 01945 PAGE 0823 - 0826
DATE: 05/10/2001 10:44:46 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 17.00
INVEST FUND 2.50

(Space Above For Recorder's Use Only)

**SEVENTH AMENDMENT TO COMMUNITY DECLARATION OF
RESTRICTIVE COVENANTS KINGS RIDGE AT CLERMONT**

THIS SEVENTH AMENDMENT TO COMMUNITY DECLARATION OF RESTRICTIVE COVENANTS KINGS RIDGE AT CLERMONT ("Seventh Amendment") dated as of the 30th day of August, 2000, is made by LENNAR LAND PARTNERS, a Florida general partnership ("Lennar") and acknowledged by Kings Ridge Community Association, Inc., a Florida not-for-profit corporation.

RECITALS

A. Lennar Homes, Inc. ("Homes") recorded that certain Community Declaration of Restrictive Covenants Kings Ridge at Clermont in Official Records Book 1417, Page 225, Public Records of Lake County, Florida ("Original Declaration").

B. The Original Declaration was subsequently amended by Homes by amendments ("Amendments") recorded in Official Records Book 1447, Page 1108; Official Records Book 1447, Page 2340; Official Records Book 1502, Page 349; Official Records Book 1593, Page 239, Official Records Book 1579, Page 1472, and Official Records Book 1868, Page 1357, all in Public Records, Lake County, Florida.

The Original Declaration together with the above-referenced Amendments is referred to as the "Declaration."

C. All of Homes' rights as Declarant under the Declaration were assigned to Lennar by an Assignment dated October 31, 1997, recorded in Official Records Book 1593, Page 242, Public Records, Lake County, Florida.

D. The Original Declaration was amended by Lennar by amendment recorded in Official Records Book 1868, Page 1357, Public Records, Lake County, Florida.

E. Article II, Section 2 of the Declaration permits Lennar, as Declarant, to amend the Declaration, in its sole discretion as it deems appropriate, at any time prior to Community Completion Date, without the joinder or consent of any other person or entity whatsoever.

F. Lennar desires to amend the Declaration to correct the legal description for the Club Facilities attached as Exhibit "A-2" to the Original Declaration.

NOW, THEREFORE, Lennar amends the Declaration as follows:

The legal description for the Club House Site attached as Exhibit "A" to this Seventh Amendment shall replace the legal description for the Club Facilities attached as Exhibit "A-2" to the Original Declaration.

All capitalized terms not otherwise defined in this Seventh Amendment shall carry the meaning given to them in the Original Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the day and year indicated above.

WITNESSES:

Natalie Rodriguez
Print Name: NATALIE RODRIGUEZ

Sandra E. Leyva
Print Name: SANDRA LEYVA

LENNAR LAND PARTNERS, a Florida general partnership

By: LENNAR LAND PARTNERS SUB, INC.
a Delaware corporation, Managing General Partner

By: Waynewright Malcolm
Name: Waynewright Malcolm
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 6 day of February, 2001 by Waynewright Malcolm as Vice President of Lennar Land Partners Sub, Inc., a Delaware corporation, as managing general partner of Lennar Land Partners, a Florida general partnership, on behalf of the corporation and the general partnership. He/she is personally known to me or has produced a Florida drivers license as identification.

My Commission Expires:
April 8, 2001



OFFICIAL NOTARY SEAL
NATALIE RODRIGUEZ
COMMISSION NO. 07634793
MY COMMISSION EXP. APR. 2001

Natalie Rodriguez
NOTARY PUBLIC, State of Florida at Large

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2/5/01 4:32 PM

ACKNOWLEDGMENT KINGS RIDGE RECREATION CORPORATION

KINGS RIDGE RECREATION CORPORATION ("Corporation") does hereby acknowledge that it is bound by and subject to the Seventh Amendment to Community Declaration of Restrictive Covenants Kings Ridge ("Seventh Amendment"). The Corporation agrees that this Acknowledgment is for convenience only, and is not a condition to the effectiveness of such Seventh Amendment as the Association has no right to approve any amendment to or modification of the Community Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Acknowledgment as of the _____ day of February, 2001.

WITNESSES:

KINGS RIDGE RECREATION
CORPORATION, a Florida corporation

Natalie Rodriguez
Print Name: NATALIE RODRIGUEZ

By: [Signature]
Name: Waynewright Malcolm
Title: Vice President

Sandra E. Levine
Print Name: SANDRA E. LEVINE

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The quality of this image
is equivalent to the quality
of the original document.

The foregoing instrument was acknowledged before me this 16 day of February, 2001, by Waynewright Malcolm as Vice President of KINGS RIDGE RECREATION CORPORATION, a Florida corporation on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Natalie Rodriguez
NOTARY PUBLIC, State of Florida at Large

My Commission Expires
April 8, 2001

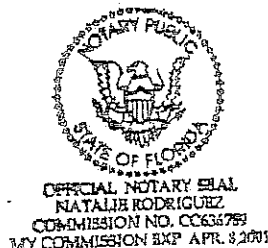


EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Tract "B" of DEVONSHIRE AT KINGS RIDGE as recorded in Plat Book 37, Pages 29 through 31 of the Public Records of Lake County, Florida, and a portion of Section 4, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the Northeast corner of aforesaid Section 4; thence along the North line of the Northeast 1/4 of Section 4 run N89°47'11"W for 2650.18 feet to the North 1/4 corner of Section 4; thence S22°57'45"W for 2618.13 feet; thence S00°41'53"W for 565.97 feet; thence N89°49'14"W for 582.49 feet to the POINT OF BEGINNING; thence continue N89°49'14"W for 770.28 feet; thence S24°33'22"E for 832.47 feet to a point on a curve concave southeasterly and having a radius of 550.00 feet to which a radial line bears N31°35'07"W; thence northeasterly 213.29 feet along the arc thereof through a central angle of 22°13'11" to the end of said curve; thence N80°38'04"E for 54.13 feet; thence N09°02'33"W for 233.85 feet; thence S88°08'43"E for 207.76 feet; thence N00°11'06"E for 447.59 feet to the Point of Beginning.

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