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**MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LAKE BURDEN SOUTH**

COPIES

Prepared By and After Recording Return to:

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**MASTER DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR LAKE BURDEN SOUTH**

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE BURDEN SOUTH is made as of this 31st day of October, 2005, by L.B.K. Development, LLC, a Florida limited liability company, whose address is 4432 Parkway Commerce Boulevard, Orlando, Florida 32808 ("**LBK**"), Ashton Woods Orlando Limited Partnership, a Florida limited partnership, whose address is c/o Great Gulf Group of Companies, 3751 Victoria Park Avenue, Toronto, Ontario, Canada M1W 3Z4 ("**Ashton Woods**") and Ashton Burden, LLC, a Florida limited liability company, whose address is 341 North Maitland Avenue, Suite 210, Maitland, Florida 32751 ("**Ashton Burden**"). For convenience, this instrument is hereinafter referred to as the "**Declaration**". LBK, Ashton Woods and Ashton Burden are sometimes hereinafter referred to collectively as the "**Declarant**".

RECITALS:

A. LBK is the owner of certain real property located in Orange County, Florida and more particularly described in Exhibit "A" attached hereto and hereby incorporated herein ("**LBK Property**"), Ashton Woods is the owner of certain real property located in Orange County, Florida and more particularly described in Exhibit "B" attached hereto and hereby incorporated herein ("**Ashton Woods Property**") and Ashton Burden is the owner of certain real property located in Orange County, Florida and more particularly described in Exhibit "C" attached hereto and hereby incorporated herein ("**Ashton Burden Property**").

B. The LBK Property, Ashton Woods Property and Ashton Burden Property constitute all of that certain real property known generally as Lake Burden South as approved for development pursuant to that certain Lake Burden South Preliminary Subdivision Plan, prepared by PBS&J, Job No. 071156.02, approved by the Orange County Board of County Commissioners on September 16, 2003 ("**Subdivision PSP/DP**"), copies of the original site plan portion of which is attached hereto as Exhibit "D", as same may have been amended as set forth in the site plan attached hereto as Exhibit "D-1" ("**Site Plan**"). The LBK Property, Ashton Woods Property and Ashton Burden Property are sometimes hereinafter referred to collectively as the "**Lake Burden South Property**".

C. The Lake Burden South Property is being developed with certain shared infrastructure and other improvements that benefit the LBK Property, Ashton Woods Property and Ashton Burden Property, which shared infrastructure and other improvements are more particularly defined in Article V of this Declaration and are hereinafter referred to as the "**Shared Improvements**".

D. By their execution of this Declaration, and recording of this Declaration in the Public Records of Orange County, Florida, LBK, Ashton Woods and Ashton Burden intend to (i) establish terms and provisions governing the use of the Shared Improvements by owners of properties within the LBK Property, Ashton Woods Property and Ashton Burden Property, as well as the allocation of responsibility for costs and expenses of maintenance of the Shared

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Improvements ("**Shared Improvement Costs**"), between the owners of properties within the LBK Property, Ashton Woods Property and Ashton Burden Property, and (ii) create a master community association with the obligation, power and responsibility to perform the maintenance of the Shared Improvements and with the power and authority to assess the owners of properties within the Lake Burden South Property for the Shared Improvement Costs associated with such maintenance, and further to administer the easements and other relationships of such owners with respect to the Shared Improvements as established herein.

E. In addition to its ownership of the Ashton Burden Property, Ashton Burden is also a contract vendee with rights to acquire all of the Ashton Woods Property, and, in connection with the conveyance by Ashton Woods to Ashton Burden of the Ashton Burden Property, Ashton Burden has agreed to fulfill all obligations of Ashton Woods with respect to the Shared Improvements and, in light of such assumption, and recognizing the purpose behind the execution of this Declaration as set forth in Recital Paragraph D above, Ashton Burden and Ashton Woods agree that Ashton Burden shall exercise all rights and powers as the Owner and Member under this Declaration with respect to both the Ashton Woods Property and Ashton Burden Property, and Ashton Burden shall be responsible for all liabilities accruing to the Members and Owners under this Declaration with respect to the Ashton Woods Property and Ashton Burden Property, all as more specifically described in this Declaration.

NOW, THEREFORE, Declarant, as the owner of fee simple title to the Lake Burden South Property, hereby declares that all of the Lake Burden South Property is and shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with, subject to the easements, covenants, conditions, restrictions, reservations, liens and charges contained within this Declaration, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Lake Burden South Property and shall run with title to the Lake Burden South Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Lake Burden South Property, or in any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in said Lake Burden South Property.

ARTICLE I **DEFINITIONS**

The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. "Articles of Incorporation" and "Bylaws" shall mean the Articles of Incorporation and the Bylaws of the Association as they may exist from time to time pursuant to, and in compliance with, the provisions of this Declaration, a true and correct copy of which, as same exist as of the date of recording of this Declaration, are attached hereto as Exhibits "E" and "F", respectively.

B. "Assessments" shall mean and refer to any assessments by the Association for Common Expenses and other items pursuant to, and in accordance with, and for the purposes specified in, Article XI of this Declaration.

C. "Association" shall mean the Lake Burden South Master Association, Inc., a Florida not for profit corporation, its successors and assigns.

D. "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association, from time to time, including, but not necessarily limited to, those laws set forth in Chapter 720, Sections 720.301 through 720.312, Florida Statutes, 2000, as same may be amended from time to time; provided, however, that reference herein to any such laws is not intended, nor shall be deemed, to impose such laws or the provisions thereof to this Declaration or the operations of the Association where such laws would not otherwise be applicable.

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

F. "Common Expenses" shall mean the actual and estimated expenditures, including reasonable reserves, for maintenance, operation and other services required or authorized to be performed by the Association, and for any other purpose or function of the Association, pursuant to this Declaration, including, but not limited to, expenditures incurred with respect to Common Property, all as may be found to be reasonably necessary by the Board pursuant to this Declaration, or the Bylaws or the Articles of Incorporation of the Association.

G. "Common Property" shall mean and refer to all real and personal property from time to time owned or held by the Association, or any rights or interests of the Association in any real or personal property, consistent with the requirements and limitations of this Declaration, including, but not limited to, the benefit of all easements, rights and other interests established in favor of the Association by this Declaration.

H. "County" shall mean and be defined as Orange County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

I. "Declaration" shall mean and refer to this Declaration of Master Covenants, Conditions, Easements and Restrictions for Lake Burden South, as same may from time to time be amended.

J. "Initial Parcel" shall mean and refer to (i) the LBK Property, (ii) the Ashton Woods Property and/or (iii) the Ashton Burden Property.

K. "Institutional Lender" shall mean and refer to a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or any other lender generally recognized in Orange County as an institutional lender that owns or holds, insures or guarantees, a Mortgage encumbering a Subdivided Parcel intended for development of a single-family residential dwelling.

L. "Member" shall mean and refer to each member of the Association as provided in Article VIII of this Declaration and shall include all Owners.

M. "Mortgage" shall mean a permanent or construction mortgage, deed of trust, deed to secure debt, or any other form of instrument held by an Institutional Lender used to create a security interest in real property, including any collateral security documents executed in connection therewith.

N. "Mortgagee" shall mean a beneficiary or holder of a Mortgage.

O. "Owner" shall mean and refer to the owner, as shown by the records of the Association (whether it be the Declarant, one or more persons, firms or legal entities), of fee simple title to any Parcel. Owner shall not mean or refer to the holder of a Mortgage or security deed unless and until such holder has acquired title pursuant to foreclosure proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

P. "Parcel" shall mean and refer to the Initial Parcels and/or Subdivided Parcels.

Q. "Shared Improvements" shall mean and refer to those infrastructure and other improvements benefitting the LBK Property, Ashton Woods Property and Ashton Burden Property more specifically identified in Article V below.

R. "Shared Improvement Costs" shall mean and refer to the costs of maintaining the Shared Improvements as required pursuant to Article V below.

S. "Sub-Association" shall mean an association formed for the Subdivided Parcels within a specific Initial Parcel pursuant to a Sub-Declaration, as the entity vested with the power and authority to represent the Owners of the Subdivided Parcels within such Initial Parcel with respect to membership matters in the Association, all pursuant to, and as more particularly set forth in, the provisions of Article VII of this Declaration.

T. "Sub-Declaration" shall mean and refer to a declaration of covenants, conditions, easements and restrictions, or document of similar nature, that is recorded against title to any subdivided Initial Parcel pursuant to the provisions of Article VII of this Declaration.

U. "Subdivided Parcel" shall mean and refer to each and every lot or other legally recognized portion of an Initial Parcel created upon subdivision of the Initial Parcel.

ARTICLE II

PROPERTY SUBJECT TO MASTER DECLARATION

The Lake Burden South Property is hereby made subject to, and encumbered, governed, benefited and burdened by, this Declaration.

ARTICLE III
PERMITTED USES

Common Property shall be improved, maintained, used, and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all Owners and their guests and invitees. Further, but in no way in limitation of the foregoing sentence, any Common Property shall be improved, maintained, used and enjoyed by all Owners and their guests and invitees subject to any rules and regulations promulgated by the Association, provided that such rules and regulations may not apply differently or disproportionately to Owners from different Initial Parcels.

ARTICLE IV
COMMON PROPERTY

Section 1. Restriction on Type of Common Property. Notwithstanding anything to the contrary contained herein, and notwithstanding any powers that may otherwise be conferred upon the Association by law, the Articles of Incorporation or Bylaws, the Association may acquire ownership of, or interest in, and the Declarant may convey to the Association, only the real property and related improvements constituting Shared Improvements as defined in this Declaration, and only such other real or personal property, or interests therein, as is necessary for the Association to fulfill the obligations, purposes and functions of the Association as set forth in this Declaration.

Section 2. Restriction on Use of Common Property. The Common Property shall be developed, improved, maintained, used and enjoyed solely for the purposes specified in this Declaration or other uses not inconsistent therewith, and for the common health, safety, welfare and recreation of the Owners and their guests, and for no other purpose whatsoever.

Section 3. Use by Owners. Subject to any reasonable rules and regulations adopted and promulgated pursuant to this Declaration, and subject always to any and all easements granted or reserved in this Declaration, each and every Owner shall have the non-exclusive right, privilege and easement to use and enjoy the Common Property for the purpose or purposes for which the same is conveyed, designated and intended by Declarant and maintained by the Association, and such nonexclusive right, privilege and easement shall be an appurtenance to and shall pass with the title to each and every Parcel within the Lake Burden South Property; subject, however, at all times to the terms, provisions, covenants, conditions, restrictions, easements and reservations set forth in this Declaration including, without limitation, the following:

A. The right of the Association to suspend the right, privilege and easement of any Owner to use the Common Property or any portion thereof designated by the Association (i) during any time in which any Assessment levied by the Association against such Owner remains unpaid and delinquent for a period of thirty (30) days or more or (ii) for any single infraction of the rules and regulations of the Association with respect to the use of the Common Property; provided, however, that except for a suspension of such right, privilege and easement occasioned by the failure of an Owner to pay any Assessment within thirty (30) days from the date that the same is levied by the Association, any suspension of the right, privilege and

easement to use and enjoy the Common Property shall be made by the Association, or a committee duly appointed by the Association for that purpose, only after appropriate notice and hearing given and held in accordance with the Association Act. Notwithstanding anything herein set forth to the contrary, however, the Association shall have no right, power or authority hereunder, except upon a foreclosure as provided for herein, to suspend or otherwise unreasonably interfere with any Owner's right, privilege and easement to ingress and egress to and from such Owner's Parcel; it being expressly provided, however, that temporary interference for purposes of appropriate identification at and clearance through access gates shall not be deemed to be an unreasonable interference with such right, privilege and easement of and for ingress and egress.

B. The right of the Association to limit the number of guests of Owners who may use the Common Property from time to time and to limit the use of the Common Property by persons not in possession of a Parcel at a particular time but owning a sufficient interest therein for classification as an Owner and Member of the Association.

C. The right of the Association to establish, promulgate and enforce reasonable rules and regulations pertaining, and with respect, to the use of the Common Property pursuant to Section 7 of this Article IV.

D. The right of the Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Property.

Section 4. Delegation of Use. Any Owner shall be entitled to and may delegate the right, privilege and easement to use and enjoy the Common Property to such Owner's tenants, invitees or guests; subject, at all times, however, to such reasonable rules and regulations governing such delegation as may be established, promulgated and enforced by the Association pursuant to Section 7 of this Article IV. In the event, and for so long as, an Owner shall delegate such right, privilege and easement for use and enjoyment to tenants who reside on such Owner's Parcel, the Association shall be entitled, after the adoption and promulgation of appropriate rules and regulations with respect thereto, to limit or restrict the right of the Owner making such delegation to a tenant in the simultaneous exercise of such right, privilege and easement of and for the use and enjoyment of the Common Property.

Section 5. Waiver of Use. No Owner may exempt itself from personal liability for, or exempt such Owner's Parcel from, any Assessments duly levied by the Association, or release the Parcel owned by such Owner from the liens, charges, encumbrances and other provisions of this Declaration, or the rules and regulations of the Association, including, but not limited to, by reason of (i) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Property, (ii) the abandonment of such Owner's Parcel or (iii) by conduct which results in the Association's suspension of such right, privilege and easement as provided in Section 4 of this Article IV.

Section 6. Administration and Care. The administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common

Property shall be the responsibility of the Association as more particularly provided in Article IX of this Declaration and in the Articles of Incorporation.

Section 7. Rules and Regulations. In addition to the foregoing restrictions on the use of Common Property, the Association shall have the right, power and authority to promulgate and impose reasonable rules and regulations governing and/or restricting the use of Common Property and to thereafter change, modify, alter, amend, rescind and augment any of the same; provided, however, that no rules or regulations so promulgated shall be in conflict with the provisions of this Declaration. The rules and regulations promulgated by the Association shall be applicable to and binding upon all Common Property and all Owners and their successors and assigns, as well as upon all members of their families, their tenants, guests, and other invitees and upon all other parties claiming by, through or under such Owners.

Section 8. Payment of Assessments Not Substitute for Taxes. The payment of Assessments from time to time established, made, levied, imposed and collected by the Association pursuant to this Declaration, including, without limitation, those for the maintenance of the Common Property, shall not be deemed to be a substitute for or otherwise relieve any Owner from paying any other taxes, fees, charges or assessments imposed by the County, or any other governmental authority.

ARTICLE V

SHARED IMPROVEMENTS AND SHARED IMPROVEMENT COSTS

For all purposes of this Declaration, the Shared Improvements shall consist of the following described improvements (all Tract references below refer to the Tracts as depicted in the Subdivision PSP/DP):

A. The stormwater drainage pond constructed within Tract 42, and all drainage and detention and retention facilities and improvements associated therewith, including, but not limited to, the drainage outfall facilities extending from Tract 42 to Lake Burden, and all related landscaping, improvements and facilities, including, but not limited to, the pedestrian trail and related landscaping and improvements within said Tract 42 and also Tract 3.

B. The park improvements constructed within Tract 1, including, but not limited to, the pedestrian trail within said Tract 1.

C. The boardwalk and pedestrian trails depicted in the Subdivision PSP/DP, other than the pedestrian trails within Tracts 1, 3 and 42, including all related landscaping, improvements and facilities.

D. The amenities improvements constructed by LBK within Tract 2 ("**LBK Tract 2 Amenities**") and the gazebo and related landscaping and improvements constructed by Ashton Burden within Tract 3 ("**Ashton Burden Tract 3 Amenities**").

E. The monitoring and maintenance obligations of LBK and Ashton Burden with respect to certain conservation/preservation wetland areas, the requirement to preserve which is a condition to development of the Lake Burden South Property imposed pursuant to that

certain Lakeside Village, Burden South Mass Grading Plan Construction Package prepared by PBS&J, Job No. 07-1156.08, dated March 14, 2003 ("**Mass Grading Plan**") and which conservation/preservation areas are more particularly described in (i) that certain Deed of Conservation Easement dated November 30, 2004, recorded at Official Records Book 7723, Page 3335, and (ii) that certain Deed of Conservation Easement dated September 8, 2004, recorded in Official Records Book 7708, Page 4676, each of the Public Records of Orange County, Florida (collectively, "**Conservation Easements**") (the real property that is the subject of the Conservation Easements is hereinafter referred to as the "**Conservation/Preservation Areas**").

For all further purposes of this Declaration, (i) the pond and related drainage facilities, and the pedestrian trail and related improvements, referenced in clause A. above shall be referred to as the "**Pond Facilities**", (ii) the improvements described in clauses B., C. and D. above shall be referred to as the "**Amenities Facilities**" and (iii) the monitoring and maintenance obligations of Ashton Burden and LBK described in clause E. above shall be referred to as the "**Conservation Monitoring/Maintenance Obligations**". Notwithstanding the foregoing general description of the Shared Improvements, the detailed definition of the Shared Improvements, including, but not limited to, the construction detail and specifications of the Shared Improvements, are more specifically depicted in the Subdivision PSP/DP, the approved detailed construction/engineering plans for the Shared Improvements, the Mass Grading Plan and any other governmental permits and approvals applicable to the Shared Improvements ("**Shared Improvement Plans and Approvals**"). The Association shall be responsible to maintain the Shared Improvements in compliance with the Shared Improvement Plans and Approvals, and the costs and expenses associated with maintenance of the Shared Improvements ("**Shared Improvement Costs**") shall be paid by the Association and shall generally be allocated between the LBK Property, Ashton Woods Property and Ashton Burden Property as follows:

(1) Sixty-six percent (66%) of the Shared Improvement Costs associated with the Pond Facilities shall be allocated to and assessed against the Ashton Woods Property and Ashton Burden Property, and thirty-four percent (34%) of the Shared Improvement Costs associated with the Pond Facilities shall be allocated to and assessed against the LBK Property.

(2) Sixty-six percent (66%) of the Shared Improvement Costs associated with the park improvements and pedestrian trail constructed within Tract 1 (described in clause B above) shall be allocated to and assessed against the Ashton Woods Property and Ashton Burden Property, and thirty-four percent (34%) of the Shared Improvement Costs associated with such park improvements and pedestrian trail constructed within Tract 1 shall be allocated to and assessed against the LBK Property.

(3) Sixty-six percent (66%) of the Shared Improvement Costs associated with the boardwalk depicted in the Subdivision PSP/DP (described in clause C above) shall be allocated to and assessed against the Ashton Woods Property and Ashton Burden Property, and thirty-four percent (34%) of the Shared Improvement Costs associated with such boardwalk depicted in the Subdivision PSP/DP shall be allocated to and assessed against the LBK Property.

(4) One hundred percent (100%) of the Shared Improvement Costs associated with the pedestrian trails depicted in the Subdivision PSP/DP (described in clause C above), other than the pedestrian trails within Tracts 1, 3 and 42, and all related landscaping improvements and facilities, shall be allocated to and assessed against the LBK Property.

(5) One hundred percent (100%) of the Shared Improvements Costs associated with the LBK Tract 2 Amenities (described in clause D above) shall be allocated to and assessed against the LBK Property.

(6) One hundred percent (100%) of the Shared Improvement Costs associated with the Ashton Burden Tract 3 Amenities (described in clause D above) shall be allocated to and assessed against the Ashton Woods Property and Ashton Burden Property.

(7) Sixty-six percent (66%) of the Shared Improvement Costs associated with the Conservation Monitoring/Maintenance Obligations (described in clause E above) shall be allocated to and assessed against the Ashton Woods Property and Ashton Burden Property, and thirty-four percent (34%) of the Shared Improvement Costs associated with the Conservation Monitoring/Maintenance Obligations shall be allocated to and assessed against the LBK Property.

The Association may delegate primary authority for the maintenance of the LBK Tract 2 Amenities, and the Ashton Burden Tract 3 Amenities, to the Sub-Association formed for the LBK Property, and Ashton Woods Property and Ashton Burden Property, respectively. Any assessments described above shall be made pursuant to and in accordance with the provisions of Article XI of this Declaration.

Notwithstanding anything in the foregoing provisions of this Article V to the contrary, the definition of Shared Improvements, and in turn the definition of Shared Improvement Costs, may be expanded to include any utilities, facilities, amenities or other improvements that benefit, in general, the Lake Burden South Property, and the costs of maintenance thereof, that are unanimously approved by the Owners for inclusion within the Shared Improvements and Shared Improvement Costs for purposes of this Declaration.

ARTICLE VI
SPECIAL PROVISIONS REGARDING ASHTON WOODS PROPERTY
AND ASHTON BURDEN PROPERTY

Until such time that a "Supplement" (defined below) is recorded, (i) Ashton Burden shall have the exclusive authority and right to represent the Ashton Woods Property and Ashton Burden Property as to all matters that may be brought before the membership of the Association pursuant to this Declaration, the Articles of Incorporation and Bylaws including, but not limited to, the casting of all votes attributable to the Ashton Woods Property, and (ii) in turn, Ashton Burden shall be responsible for the satisfaction of all liabilities accruing to the Ashton Woods Property pursuant to this Declaration, including, but not limited to, the payment of any Assessments levied against the Ashton Woods Property pursuant to this Declaration.

As and to the extent that Ashton Burden acquires fee simple ownership to all or any portion of the Ashton Woods Property, then such portion of the Ashton Woods Property shall automatically, and without the need for further action by Declarant or any other parties, be deemed included within the Ashton Burden Property for all purposes of this Declaration. At such time that Ashton Burden has acquired fee simple ownership of all the Ashton Woods Property, (i) the definition of the Ashton Burden Property shall be deemed amended to include all such property, (ii) the term Ashton Woods Property, as used in this Declaration, shall have no further meaning and (iii) Ashton Woods shall have no further obligations, rights or interests under this Declaration. In the event that Ashton Burden ceases to be a contract vendee with rights to acquire any of the Ashton Woods Property, without acquiring such portion of the Ashton Woods Property, the obligations and rights of Ashton Woods as a Member and Owner under this Declaration with respect to the Ashton Woods Property shall remain in full force and effect until such time as Ashton Burden and Ashton Woods record in the Public Records of Orange County, Florida a supplement to this Declaration changing, modifying or supplementing such relationship ("Supplement"). Any Supplement must specifically set forth terms and provisions governing the allocation of responsibilities for the Shared Improvement Costs and, in turn, the Assessments, under this Declaration, and the method for determining the "Class A Member", as established pursuant to Section 2 of Article VIII of this Declaration, representing the Ashton Woods Property and Ashton Burden Property.

ARTICLE VII **SUBDIVIDED PARCELS**

A Sub-Association shall be formed for each Initial Parcel prior to such Initial Parcel being subdivided into more than one legally recognized parcel, whether by plat or other subdivision process, and a Sub-Declaration shall be recorded against such Initial Parcel that complies in all substantive respects with the requirements of, and imposes upon such Sub-Association all obligations required by, this Declaration. All Subdivided Parcels created by the subdivision of the Initial Parcel shall be made subject to the Sub-Declaration and all Owners of such Subdivided Parcels shall, directly or indirectly, be members of the Sub-Association. The Sub-Association shall be formed, and the Sub-Declaration recorded, prior to, or simultaneously with, the creation of any Subdivided Parcel. The Association shall be a third party beneficiary with respect to any Sub-Declaration and shall be entitled to enforce the covenants, conditions and restrictions set forth therein as and to the same extent the Association is entitled to enforce this Declaration as more particularly set forth in Section 5 of Article XV of this Declaration.

Upon subdivision of an Initial Parcel, the Sub-Association shall have the exclusive authority and right to represent the Owners that own Subdivided Parcels within the Initial Parcels represented by the Sub-Association as to all matters that may be brought before the membership of the Association pursuant to this Declaration, the Articles of Incorporation and Bylaws, including, but not limited to, the casting of all votes attributable to the Owners of Subdivided Parcels represented by such Sub-Association pursuant to Section 2.A. of Article VIII below. Any notices required under this Declaration to be sent to Owners of Subdivided Parcels, shall be deemed duly and sufficiently given if such notice is delivered to the Sub-Association for such Initial Parcel. Each Sub-Declaration shall provide a mechanism for the establishment and operation of the Sub-Association, as well as the designation of a representative of the Sub-

Association to exercise the powers and authorities of the Sub-Association pursuant to this Declaration, failing which the president of the Sub-Association shall be deemed the representative of the Sub-Association authorized to exercise the powers and authorities of the Sub-Association pursuant to this Declaration.

Notwithstanding the subdivision of an Initial Parcel or formation of the Sub-Association and recording of any related Sub-Declaration, the Association shall have the obligation, power and authority to take any and all actions necessary to fulfill the obligations and requirements set forth in this Declaration with respect to the Initial Parcel to which such Sub-Declaration and Sub-Association pertain including, but not limited to, if necessary, the formation of the Sub-Association and the creation and recording of any related Sub-Declaration. No terms or provisions of any Sub-Declaration, nor any rules or regulations of any Sub-Association, may be inconsistent or conflict with any terms or provisions of this Declaration or any rules or regulations of the Association, and in the event of any such inconsistency, the terms and provisions of this Declaration and the rules and regulations of the Association shall prevail. Sub-Declarations shall be subordinate and inferior to the terms and provisions of this Declaration. In recognition of the fact that within the Lake Burden South Property there will be a variety of land use types and development parameters, conditions and restrictions, thereby necessitating differing restrictive covenants, including, but not limited to, covenants, conditions, restrictions, reservations and architectural guidelines, (i) Sub-Declarations may contain additional covenants and restrictions applicable only to the Initial Parcel that is the subject of such Sub-Declaration and that are not inconsistent or incompatible with the covenants and restrictions set forth in this Declaration and (ii) the covenants, conditions, restrictions, reservations and architectural guidelines within the various Sub-Declarations need not be identical to the covenants, conditions, restrictions, reservations and architectural guidelines contained in other Sub-Declarations. Notwithstanding the formation of any Sub-Association or recording of any Sub-Declaration, the Owners of the Subdivided Parcels shall remain responsible for compliance with the terms and provisions of this Declaration, including, but not limited to, payment of Assessments levied by the Association pursuant to the provisions of Article XI, below.

ARTICLE VIII **MEMBERSHIP AND VOTING BY MASTER ASSOCIATION**

Section 1. Membership. Every Owner shall be a Member of the Association. By acceptance of a deed or other instrument evidencing its ownership interest in a Parcel, each Owner accepts membership in the Association, acknowledges the authority of the Association herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws, and other rules and regulations of the Association adopted pursuant to the provisions of this Declaration. Notwithstanding anything in this Declaration to the contrary, (i) the Owner of the Ashton Woods Property hereby assigns to Ashton Burden all of its rights as a "Member" of the Association and Ashton Burden is hereby vested with the exclusive power and authority to exercise all rights as a Member of the Association in place of the Owner of the Ashton Woods Property until such time as a Supplement is recorded changing such relationship, and (ii) Owners of any portion of any Initial Parcel that has been subdivided and subjected to the terms and provisions of a Sub-Declaration (i.e., Owners of Subdivided Parcels), other than Declarant, shall exercise all of their rights as a "Member" of the Association

by and through the Sub-Association formed pursuant to such Sub-Declaration. Upon formation of any Sub-Association for any Initial Parcel, the Sub-Association shall automatically become vested with the exclusive power and authority to exercise all rights as a Member of the Association in place of the Owners of the Subdivided Parcels within the Initial Parcel for which such Sub-Association was formed. The foregoing provisions of clause (ii) above pertaining to exercise of membership rights in the Association by Owners and Sub-Associations are not intended, however, and neither shall they be deemed, to have any impact upon the obligations, duties, responsibilities or liabilities of any Owner arising pursuant to this Declaration. In addition to the foregoing, each Owner shall cause its family members, tenants, guests and other invitees to abide and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association adopted pursuant to the provisions of this Declaration.

Section 2. Voting Rights. The voting rights of the Members of the Association shall be allocated and exercised as set forth in the following provisions of this Section 2 or in the Articles of Incorporation or Bylaws, or as otherwise required by the Association Act.

A. Membership in the Association shall be divided into Class A and Class B Members and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

Class A. At all times during the duration of this Declaration there shall be two (2) Class A Members, one as a representative of the LBK Property and the other as a single representative for both the Ashton Burden Property and Ashton Woods Property. The Class A Members shall initially be (i) LBK, as the representative of the LBK Property and (ii) Ashton Burden, as the representative of the Ashton Burden Property and Ashton Woods Property. Class A Members shall be allocated one vote each. In the event there is a Supplement recorded allocating rights and responsibilities between Ashton Woods and Ashton Burden under this Declaration, then the identity of the Class A Member representing the Ashton Woods Property and Ashton Burden Property shall be determined as set forth in such Supplement. Class A Membership shall cease, and be replaced by Class B Membership, at such time as a Sub-Declaration is recorded and a Sub-Association is formed for the Initial Parcel upon which such Class A Membership was originally based.

Class B. Class B Members shall be all Owners of Subdivided Parcels; provided, however, that all membership rights of the Class B Members shall be exercised only by and through the Sub-Association formed for the Initial Parcel within which such Subdivided Parcel is located. At all times during the duration of this Declaration, there shall be a total of only two (2) Class B votes, one exercisable by the Sub-Association representing the LBK Property and one exercisable by the Sub-Association representing the Ashton Burden Property and Ashton Woods Property. Until such time as a Supplement has been recorded, the Sub-Association representing the Ashton Burden Property shall have the exclusive power and authority to exercise the one (1) vote allocable to the Ashton Burden Property and Ashton Woods Property, which vote shall bind the Ashton Woods Property as and to the same extent as the Class A Member vote of Ashton Burden. At such time, if any, that there is recorded a Supplement, then the Sub-Association for the Ashton Burden Property and the Owner of the

Ashton Woods Property or the Sub-Association formed for the Ashton Woods Property shall collectively have one (1) vote, which vote shall be exercised as provided in the Supplement.

B. The voting rights of any Member may be suspended for failure to pay Assessments as specifically provided in Article XI, Section 8 of this Declaration.

Section 3. Change of Membership.

A. Change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida of a deed or other instrument conveying record fee title to any Parcel, and by the delivery to the Association of a copy of such recorded instrument. The Owner designated by such instrument shall, by acceptance of such instrument, become a Member of the Association, and the membership of the prior Owner with respect to such conveyed land shall be terminated. In the event that a copy of said instrument is not delivered to the Association, said Owner shall become a Member, but shall not be entitled to voting privileges enjoyed by its predecessor in interest until delivery of a copy of the conveyance instrument to the Association. The foregoing shall not, however, limit the Association's powers or privileges and the new Owner shall be liable for accrued and unpaid fees and assessments attributable to the Parcel acquired.

B. An Owner's membership interest in the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Parcel. Membership in the Association by all Owners shall be compulsory and shall continue as to each Owner until such time as such Owner of record transfers or conveys all of its interest in the Parcel upon which its membership is based or until said interest is transferred or conveyed by operation of law, at which time the membership shall automatically be conferred upon the transferee. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which such membership is based.

Section 4. Appointment of Directors. Directors shall be appointed to the Board by the Members.

Section 5. Board of Directors. There shall be two (2) Directors, (i) one (1) Director for the LBK Property and (ii) one (1) Director for the combined Ashton Woods Property and Ashton Burden Property, in each case to be appointed by the Member representing the LBK Property and Ashton Woods Property and Ashton Burden Property, respectively. The Members may, from time to time, increase the number of Directors, not to exceed at any time a total of ten (10) Directors, provided that at all times there shall be an equal number of Directors for the LBK Property and combined Ashton Woods Property and Ashton Burden Property.

Section 6. Limitation on Actions of Members and Directors and Binding Arbitration. Notwithstanding anything in this Declaration to the contrary, this Association may not take any actions with respect to the Shared Improvements that are inconsistent with the terms and provisions of the Shared Improvement Plans and Approvals, and neither the Members nor Directors shall have the power to cause the Association to take any such action, and any such

vote of Members or Directors requiring the Association to take any such act shall be deemed null and void.

In the event of any disagreement between the Members or Directors as to whether a proposed action is consistent with this Declaration, or in any situation where there is a deadlock between votes of the Members or Directors, then such matters shall be submitted to mediation before an impartial third party mediator, that is not related to or affiliated with any Owner, and that is acceptable to all Directors, for a non-binding opinion as to the correct course of action consistent with this Declaration. In the event that the Directors do not unanimously agree to the implementation of the opinion of the selected mediator, then such dispute shall be submitted to binding arbitration for a determination of whether the proposed action is consistent with this Declaration and, if not, what the appropriate course of action pursuant to this Declaration would be. Any arbitration hereunder shall be conducted in Orange County, Florida before a member in good standing of the American Arbitration Association, pursuant to the rules and procedures of the American Arbitration Association.

ARTICLE IX **FUNCTIONS OF MASTER ASSOCIATION**

Section 1. Objectives, Purposes and Function. The Association has been created and established in order to advance the objects and purposes of this Declaration. The Association shall have exclusive jurisdiction over, and the sole responsibility for, (i) the administration and enforcement of this Declaration, (ii) the establishment, levy, imposition, enforcement and collection of all Assessments for which provision is made in this Declaration, (iii) the administration, regulation, care, maintenance, repair, restoration, replacement, preservation and protection of the Common Property, and (iv) the payment of all Common Expenses; all as more particularly provided in this Declaration and in the Articles of Incorporation, Bylaws and rules and regulations of the Association.

Section 2. Duties and Powers, Generally. In addition to those duties and powers conferred by law and those specified and enumerated in its Articles of Incorporation and Bylaws, the Association shall also have such duties and powers as are, respectively, imposed and conferred upon it pursuant to this Declaration, including, without limitation, such duties and powers as may be reasonably necessary for, and incidental to, the accomplishment of the objects and purposes for which the Association has been created and established.

Section 3. Common Property. The Association shall be exclusively responsible for the management, operation and control of the Common Property and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas) and shall keep the Common Property in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with any rules, regulations or permits of any applicable governmental or quasi-governmental agencies.

Section 4. Personal Property and Real Property for Common Use. The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property that is consistent with the definition of Common Property under this

Declaration. The Board, acting on behalf of the Association, shall accept any real or personal property, or other property interests within the Lake Burden South Property, conveyed to it by the Declarant as Common Property consistent with this Declaration.

Section 5. Duties of the Association. The Association, acting by and through its Board, shall, in addition to those general and specific duties, responsibilities, obligations and powers elsewhere referenced in this Declaration or imposed upon it by law or specified in its Articles of Incorporation and Bylaws, have the following specific duties, responsibilities and obligations:

A. To pay all Common Expenses and any other expenses associated with the management and administration of the business and affairs of the Association.

B. To establish, make, levy, impose, enforce and collect all Assessments for which provision is made in this Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association.

C. To maintain and operate all Common Property. The Association shall adopt standards of maintenance and operation required by this and other Sub-sections within this Section 5. In all events, however, the Common Property shall be maintained and operated in compliance with any and all governmental permits, rules, regulations or requirements.

D. To conduct the business of the Association, including but not limited to administrative services such as legal, accounting and financial, and communication services informing Members of activities, Notice of Meetings, and other important events. The Association shall have the right to enter into management agreements in order to provide its services, and perform its functions.

E. To adopt, publish and enforce such rules and regulations as the Board deems necessary in connection with the fulfillment of the duties and powers of the Association arising pursuant to this Declaration, the Articles of Incorporation, the Bylaws or by any other applicable laws.

F. At the sole option and discretion of the Board, to conduct recreation, sport, craft, and cultural programs of interest to Members, their families, tenants and guests and charging admission fees for the operation thereof.

G. To construct improvements on Common Property as may be required, consistent with this Declaration, to provide the services as authorized in this Article IX.

H. To promulgate rules and regulations respecting the use of Common Property and Association facilities by Members and persons other than Members.

I. To engage in any activities reasonably necessary to remove from the Common Property any pollutants, hazardous waste or toxic materials, and by Special

Assessment, recover costs incurred from the Owner(s) causing or upon whose property such materials were located or generated.

J. Subject to the Board's sole discretion in determining the types of insurance coverages to purchase, and the amounts thereof, to provide adequate insurance protection on and for the Common Property and, consistent with their respective duties, responsibilities and liabilities, provide adequate insurance protection on and for the Association itself and its officers and directors, as well as for the members of the ARB established pursuant to this Declaration.

K. To act as the operating/responsible entity under, and to assume responsibility for compliance with, any permits or other governmental or quasi-governmental approvals necessary for, and applicable solely to, the operation of the Common Property ("**Common Property Permit**"). Notwithstanding anything in the foregoing to the contrary, no Owner may transfer to the Association any permit or approval, or any obligation or responsibility arising thereunder, other than the Common Property Permits (such other permits being hereinafter referred to as "**Parcel Permits**"). Responsibility for compliance with Parcel Permits shall remain with the Owner of the respective Parcel, or shall be transferred to a Sub-Association meeting the requirements for an operating entity as established by the issuer of said Parcel Permit.

Section 6. Powers of Association. The Association, acting by and through its Board, shall, in addition to those general and specific powers referred to herein or conferred upon it by law, and those powers specified in its Articles of Incorporation and Bylaws, have the following specific powers:

A. Except as may be limited by the terms of this Declaration and the Articles of Incorporation and Bylaws, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property, (or any interest therein, including easements) which is, or upon its acquisition by the Association shall thereupon become, Common Property as defined in this Declaration.

B. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of this Declaration and the Articles of Incorporation and Bylaws.

C. To establish, make, levy, impose, enforce and collect fines against any Owner for any violation of the covenants, conditions and restrictions set forth in this Declaration, or of the rules and regulations of the Association; provided, however, that except for a failure of an Owner to pay any Assessment when due and with respect to the rights of the Association in connection therewith, any fines imposed pursuant to this Declaration shall be made by the Association, or a committee duly appointed by the Association for that purpose, only after appropriate notice and hearing given and held in accordance with the Association Act.

D. To create, establish, maintain, and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation, and protection of all Common Property, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

E. To sue and be sued and to defend any suits brought against it.

F. Subject to the limitations specified in Section 7 of this Article IX, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to this Declaration.

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to this Declaration and the Articles of Incorporation; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time upon not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of Section 7 of this Article IX.

H. Subject to the rights of the County under applicable franchise agreement, to itself provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi public services to the Common Property as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the Owners, including, without limitation, internal security and protection services and street lighting services.

I. To take such steps as may be necessary to enforce the provisions of this Declaration, including, without limitation the employment of counsel and the institution and prosecution of litigation to enforce the provisions of this Declaration including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in this Declaration.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or Municipal Services Taxing Unit ("MSTUs")/Benefit Unit ("MSBUs").

Section 7. Limitation and Restrictions on Power of Association. In addition to such other restrictions or limitations on the powers of the Association as may be imposed by law, elsewhere in this Declaration or in the Articles of Incorporation or Bylaws, and without limiting the generality of any thereof, the Association shall have no authority to, and shall not, undertake any action which shall:

(1) decrease the level of maintenance services of the Association performed by the initial Board as specified in the Articles of Incorporation;

(2) terminate or waive any rights of the Association under this Declaration;

(3) convey, lease, mortgage, alienate or pledge any Common Property of the Association;

(4) accept the conveyance, lease, mortgage, alienation or pledge of any real or personal property to the Association that does not meet the definition of Common Property under this Declaration;

Section 8. No Compensation to Directors or Officers. The payment of compensation to the elected directors or to the officers of the Association for services performed in the conduct of their duties is prohibited; provided, however, that nothing herein contained shall preclude the Association from reimbursing any such elected director or officer for reasonable expenses actually incurred and paid by any such elected director or officer in the conduct of the business and affairs of the Association; and provided, further, that nothing herein contained shall preclude the employment by the Association and payment of compensation to a manager or executive director of the Association who shall not be an elected director or officer of the Association.

ARTICLE X **EASEMENTS**

There is hereby created, declared and granted to the Association, such easements over and upon all or any portion of the Lake Burden South Property, as may be reasonably necessary to permit the Association to carry out and discharge its duties, obligations and responsibilities under and pursuant to this Declaration and the Articles of Incorporation, Bylaws and rules and regulations of the Association.

There is further hereby created, declared and granted to all Owners a perpetual, non-exclusive access and use easement over Tract 1, Tract 2, Tract 3 and Tract 42 of the Lake Burden South Property, and any other portions of the Lake Burden South Property depicted in the Site Plan as areas for pedestrian trails or boardwalks, the purpose of which easement is to provide the right, in favor of the Owners, to utilize any pedestrian trails, parks, ponds, landscaped areas and Amenities Facilities constructed or installed within such portions of the Lake Burden South Property including, but not limited to, the right to enter upon other property within the Lake Burden South Property only to the extent reasonably necessary to access the pedestrian trails, parks, ponds, landscaped areas and Amenities Facilities and for the full use and enjoyment of this easement.

Additionally, Ashton Woods, Ashton Burden and LBK each hereby grant to the Association a non-exclusive assignment of all rights necessary to access the Conservation/Preservation Areas and perform the required monitoring and maintenance thereof that arise pursuant to the Mass Grading Plan, the Conservation Easements, that certain Development Agreement and Grant of Easements by and between LBK and Ashton Woods

recorded at Official Records Book 7205, Page 1523, and that certain Development Agreement and Grant of Easements by and between Ashton Woods and Ashton Burden, recorded at Official Records Book 7479, Page 4012, each of the Public Records of Orange County, Florida.

The aforescribed easements and access rights are hereinafter referred to as the "Association Easements".

ARTICLE XI ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of a Parcel shall, by acceptance of a deed therefor or other form of conveyance thereof, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to pay the Association: (1) Annual Assessments and (2) Special Assessments, all fixed, established and collected from time to time as hereinafter provided. The Assessments together with such interest thereon and costs of collection provided herein shall be a charge and continuing lien as provided herein on the real property and improvements of the Owner against whom each such Assessment is made. Assessments, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the Assessment first became due and payable. In the case of co-ownership of a Parcel, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessment. Notwithstanding anything in the foregoing to the contrary, until such time as there has been recorded a Supplement, Ashton Burden shall be responsible for all Assessments levied against or attributable to the Ashton Woods Property and no portion of the Ashton Woods Property shall be subject to any charge or lien for Assessments until such time as such portion of the Ashton Woods Property becomes Ashton Burden Property. In the event a Supplement is recorded, then Assessments shall be allocated between the Ashton Woods Property and Ashton Burden Property, and the Owners thereof, as specifically set forth in the Supplement. Further, notwithstanding the character of the Assessments as a charge and continuing lien against the Parcels, the Assessments shall be calculated pursuant to the "Assessment Per Initial Parcel" formula as defined in Section 4 of this Article XI and allocated among the Initial Parcels and any Subdivided Parcels within an Initial Parcel pursuant to the provisions of Section 6 of this Article XI.

The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Property or by the abandonment of the property against which the Assessment was made. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for the inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association may be used for the maintenance, enhancement and operation of the Common

Property and to provide services and perform functions which the Association is authorized or required to perform pursuant to this Declaration, including, but not limited to, the payment of taxes and insurance, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions.

Section 3. Capital Budget and Reserve Fund Contribution. The Board shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association, and shall establish a reserve fund for such anticipated expenditures. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing of Annual Assessments over the period of the budget. The reserve fund required, if any, shall be fixed by the Board and included within and distributed with the budget and Annual Assessment. Any reserve fund established by the Board shall be held in an interest-bearing account or investments.

Section 4. Timing of and Budgeting for Annual Assessments and Allocation of Assessments. It shall be the duty of the Board, at least once each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared in accordance with Section 3 hereof.

The Annual Assessments to be levied for the coming year against each Parcel subject to Assessment shall be computed by first allocating the budgeted Common Expenses between (i) the LBK Property and (ii) the Ashton Woods Property and Ashton Burden Property, based on the responsibility of each for such Common Expenses consistent with the allocation of responsibility between the LBK Property and the Ashton Woods Property and Ashton Burden Property for Shared Improvement Costs as set forth Article V above. The resulting figure shall be the "Assessment Per Initial Parcel". LBK shall be responsible for the Assessment Per Initial Parcel allocated to the LBK Property and, until a Supplement is recorded, Ashton Burden shall be solely responsible for payment of the Assessment Per Initial Parcel allocated to both the Ashton Woods Property and Ashton Burden Property. In the event a Supplement is recorded, then the assessment per initial parcel allocated to the Ashton Woods Property and Ashton Burden Property shall be allocated between the Ashton Woods Property and Ashton Burden Property, and the Owners thereof, as specifically set forth in the Supplement. In the event that there has been created Subdivided Parcels with respect to any Initial Parcel, then such Assessments shall be the liability of the Owners of such Subdivided Parcels, and shall be assessed and collected, as set forth in Section 6 of this Article XI.

The Board shall cause a copy of the Common Expense budget and notice of the amount of the Annual Assessment to be levied against each Initial Parcel for the following year to be delivered to each Owner, or Sub-Association with respect to Initial Parcels that have been subjected to a Sub-Declaration, at least thirty (30) days prior to the beginning of the fiscal year.

Such budget and assessment shall become effective unless disapproved at a meeting of the Members (and/or their representatives) by the vote of Members representing at least a majority of each class of Members entitled to vote. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in quarterly installments due and payable by the first (1st) day of January, April, July and October of each year. Absent any such determination by the Board permitting payment in quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, or the fifteenth (15th) day of January, April, July or October if paid quarterly, shall be considered delinquent.

In the event that the Board shall determine during any calendar year that the Annual Assessment established for such calendar year is or will become inadequate or insufficient to meet all Common Expenses for such calendar year, for whatever reason, the Association shall be entitled to immediately determine the approximate amount of such deficiency or inadequacy, issue a supplemental estimate of Common Expenses to all Owners and, within thirty (30) days thereafter, establish, make, levy, impose, enforce and collect a supplemental or revised Annual Assessment for such calendar year.

Section 5. Special Assessments. The Association may levy, from time to time, a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or the unexpected repair or replacement of any capital improvement to or upon the Common Property or the cost of the initial purchase or any subsequent unexpected repair or replacement of any equipment or personal property purchased, repaired or replaced by the Association in furtherance of the discharge of its duties and obligations pursuant to this Declaration. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment against any Owner to reimburse the Association for costs incurred pursuant to Article IX, Section 5 in bringing an Owner or its Parcel into compliance with the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Owner and an opportunity for a hearing.

Section 6. Assessments Against Owners of Subdivided Parcels. Assessments levied against Initial Parcels containing Subdivided Parcels shall be determined pursuant to the formula

for determining the Assessment per Initial Parcel as set forth in Section 4 above, but shall be allocated between the Subdivided Parcels of the Initial Parcel as specifically provided in the Sub-Declaration for such Initial Parcel; provided, however, that should such Sub-Declaration fail to so allocate Assessments, the Assessment for such Initial Parcel shall be allocated on a pro rata basis between the Subdivided Parcels within the Initial Parcel based upon the number of Subdivided Parcels, or acreage thereof, or such other method as reasonably determined by the Association in order to most fairly allocate such Assessments between the Subdivided Parcels, in the reasonable discretion of the Association.

Assessments applicable to Initial Parcels containing Subdivided Parcels, in the discretion of the Association, may be initially billed to the Sub-Association for such Initial Parcel. The Sub-Association shall have the initial responsibility for billing the owners of the Subdivided Parcels within such Initial Parcel and collecting such Assessments, which Assessments will be deemed a debt of the Sub-Association. Neither the billing of such Assessment to the Sub-Association, nor the payment by an Owner(s) of such Assessment to the Sub-Association, shall relieve such Owner(s) of its responsibility for such Assessment until such time as the Sub-Association has paid such Assessment to the Association. If the Sub-Association pays the Assessment applicable to an Owner, but the Owner does not promptly reimburse the Sub-Association, such Sub-Association shall be subrogated to the Association's lien rights herein provided. Notwithstanding anything in the foregoing to the contrary, the Association shall have the authority and power to levy and collect Assessments directly from such Owners, and shall have all rights and remedies with respect to such Assessments as provided in this Declaration.

Section 7. Duties of the Board. The Board shall prepare a roster of Owners, Sub-Associations and Assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner or Sub-Association.

Section 8. Effect of Non-Payment of Assessment; Personal Obligation of the Owner; Lien; Remedies of Association. If any Assessment is not paid on the date due, then such Assessment shall become delinquent and the entire Assessment, including future annual installments of such Assessment, shall, together with interest thereon and cost of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Parcel that is the subject of such Assessment which shall bind such property in the hands of the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such Assessment, however, shall remain a personal obligation, notwithstanding any disposition by such Owner of the Parcel that is the subject of such Assessment. The Association may record a notice of lien for delinquent Assessments in the Public Records and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure not only the amount of delinquency stated therein, but also all unpaid Assessments thereafter until satisfied of record.

Notwithstanding anything in the foregoing to the contrary, in the event that an Owner of a Subdivided Parcel has paid its pro rata share of an Assessment against the Initial Parcel, as determined pursuant to the provisions of Section 6 of this Article XI, and the Sub-Association has turned over such payment to the Association, the Association shall not be entitled to any lien against such Subdivided Parcel and such Owner's personal obligation with respect to such

Assessment shall be deemed satisfied, notwithstanding that other Owners of Subdivided Parcels within the Initial Parcel have failed to pay to the Association their pro rata share of the Assessment against the Initial Parcel.

If the Assessment is not paid when due, the Assessment shall bear interest from the date of delinquency at the highest rate allowed by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Parcel, and there shall be added to the amount of such Assessment the costs incurred by the Association in connection with such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

The Association, acting on behalf of the Owners, shall have the power to bid for the Parcel at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Parcel is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) each other Parcel shall be charged, in addition to its equal assessment, its pro rata share of the Assessment that would have been charged such Parcel had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment against an Owner for unpaid Common Expenses and attorney's fees and costs shall be maintainable without foreclosing or waiving the lien securing the same.

In the event that any delinquent Assessment is not paid within ninety (90) days after the delinquency date, the Owner's right to vote in Association matters shall be suspended, to be reinstated only upon payment in full of such delinquent Assessment.

Section 9. Subordination of the Lien to the Mortgages; Mortgagees' Rights. The lien of the Assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Parcel; provided, however, that such subordination shall apply only to the Assessments which have become due and payable prior to a sale or transfer of such Parcel pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Upon such sale or transfer, voting rights with respect to such Parcel, that may have been suspended due to the failure of payment of any Assessments that were due and payable prior to such sale or transfer, shall be reinstated.

An Institutional Lender, upon request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured. The Association may provide such notice without receiving a request from the Institutional Lender.

Section 10. Certificates of Status. The Association shall, upon demand at any time, furnish to or on behalf of any Owner a certificate in writing signed by an officer or management agent of the Association setting forth whether all Assessments levied hereunder have been paid as to any particular Parcel, whether, to the best knowledge of such officer or agent, any Parcel or Owner thereof is in compliance with the terms and provisions of this Declaration. Such

certificate shall be conclusive evidence of payment to the Association of any Assessment therein stated to have been paid. The Association may require the advance payment of a processing fee, not to exceed Fifty and No/100 Dollars (\$50.00), for the issuance of such certificate.

Section 11. Exempt Property. All Common Property, and any portions of the Lake Burden South Property fee simple title to which is dedicated to and accepted by any governmental authority, shall be excepted and exempt from the Assessments, charges and liens created in this Article XI.

ARTICLE XII **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of the "Eligible Holders" (defined in Section 1 of this Article XII) only and may not be enforced or relied upon by anyone else.

Section 1. Notices of Action. An Institutional Lender that provides written request to the Master Association (such request to state the name and address of such holder, insurer, or guarantor and to identify with particularity the Parcel, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

A. any delinquency in the payment of Assessments or charges owed by an Owner of the Parcel subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of any obligation under this Declaration or Bylaws which /is not cured within sixty (60) days;

B. any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

C. any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. Voting Rights of Mortgagee. For purposes of this Article XII, Section 2 only, an Eligible Holder shall be entitled to one (1) vote for each first Mortgage owned.

A. Unless (i) at least two-thirds (2/3) of the Eligible Holders, or (ii) Members representing at least two-thirds (2/3) of the total Association Members consent, the Association shall not:

(1) by act or omission abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Property which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Property, and as otherwise allowed in accordance with this Declaration, shall not be deemed a transfer within the meaning of this Sub-Section.);

(2) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Lake Burden South Property regarding assessments shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(3) by act or omission change, waive or abandon any scheme or regulation or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Parcels and of the Common Property (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment, within the meaning of this provision.);

(4) fail to maintain insurance as required by this Declaration; or

(5) use hazard insurance proceeds for any Common Property losses for other than the repair, where reasonably practicable, of such Common Property.

B. In the event a portion of the Common Property is either condemned or destroyed or damaged by a hazard that is insured against, restoration or repair shall be performed substantially in accordance with the provisions of the Declaration and the original plans and specifications for the project unless fifty-one percent (51%) of the Eligible Holders approve the taking of other action by the Association.

C. The vote or written consent of sixty-seven percent (67%) of the total voting interest of Members of the Association and fifty-one percent (51%) of the Eligible Holders shall be required to assume self-management of the Association if professional management of the Association has been required by an Eligible Holder at any time.

Section 3. Voluntary Payments by Mortgagees. Eligible Holders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Property and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of a Association policy, and Eligible Holders making such payments shall be entitled to immediate reimbursement from the Association.

Section 4. No Priority. No provision of this Declaration or the Articles of Incorporation or Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Property.

Section 5. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel.

Section 6. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article XIV or make any such

requirements less stringent, the Declarant or the Board, without approval of the Owners, may cause an amendment to this Article XII to be recorded to reflect such changes.

Section 7. Applicability of this Article. Nothing contained in this Article XII shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Articles of Incorporation, the Bylaws, or Florida corporate law for any of the acts set out in this Article XII.

Section 8. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XIII **INSURANCE AND CASUALTY LOSSES**

The Board, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk casualty insurance, if reasonably available, for all improvements on the Common Property. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board may also obtain a public liability policy covering the Common Property, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollar (\$1,000,000.00) limit for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy.

Premiums for all insurance on the Common Property shall be Common Expenses of the Association and shall be included in the Annual Assessment, as described in Article XI. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Sub-Section B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida and which holds a Best's rating of A or better, if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Property shall be for the benefit of the Association, the Declarant and the Members.

C. Exclusive authority to adjust losses under policies obtained by the Association shall be vested in the Board; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

E. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Orlando, Florida, metropolitan area.

F. The Board shall make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, its manager, the Owners, and their respective tenants, servants, agents and guests;

(2) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(3) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of any one or more individual Owners;

(4) a statement that no policy may be cancelled, invalidated, suspended or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized representative without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time period within which the defect may be cured by the Association, any Member, any Owner or Mortgagee;

(5) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(6) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Article XII, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, and flood insurance if required. The amount of fidelity coverage

shall be determined in the Board's best business judgment but, if reasonably available, may not be less than three (3) months' assessment on all Parcels, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

ARTICLE XIV
NO PARTITION

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Property or any part thereof, nor shall any person or entity acquiring any interest in the Lake Burden South Property or any part thereof seek any judicial partition unless the Lake Burden South Property has been removed from the provisions of this Declaration. This Article XIV shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or real property which may or may not be subject to this Declaration.

ARTICLE XV
CONDEMNATION

Whenever all or any part of the Common Property shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Members by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Property on which improvements have been constructed, then the Association shall restore or replace such improvements so taken on the remaining land included in the Common Property to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article XIII hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Property, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XVI
GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Lake Burden South Property, and shall inure to the benefit of and be enforceable by the Association, the Declarant, and any Owner, their respective legal representatives, heirs, successors and assigns, for a period of thirty (30) years from the date this Declaration is recorded. Upon the expiration of said thirty (30) year period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number

of ten (10) year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, Members of the Association unanimously vote in favor of terminating this Declaration at the end of its then current term.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of said meeting. In the event that the Association votes to terminate this Declaration, the President and Secretary of the Association shall execute an affidavit which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the total number of votes necessary to adopt a resolution terminating this Declaration, the total number of votes cast in favor of such resolution, and the total number of votes cast against such resolution.

Said certificate shall be recorded in the Public Records of Orange County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of this Declaration shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive termination.

Section 2. Amendment. This Declaration, and the Articles of Incorporation and Bylaws, may be amended at any time only by the affirmative vote or written consent, or any combination thereof, of all Members. Notice shall be given at least sixty (60) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration, the Articles of Incorporation or Bylaws, is approved by the Members as set forth above, the President and Secretary of the Association shall execute an appropriate amendment which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, the date that notice of such meeting was given, the total number of votes of Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment, and the total number of votes cast against the amendment. If such amendment relates to this Declaration it shall be recorded in the Public Records of Orange County, Florida.

Section 3. Restrictions on Amendments. Notwithstanding anything to the contrary contained in Sections 2 or 3 or this Article XVI above, no amendment to this Declaration, the Articles of Incorporation or Bylaws may (i) impair the validity or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees, or (ii) change, amend, modify, eliminate or delete the restrictions contained in this Section 3 of this Article XVI.

Section 4. MSTUs/MSBUs. In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with Orange County, Florida, may seek the formation of MSTUs and/or MSBUs. The MSTUs/MSBUs will have responsibilities established in their enabling resolutions which may include, but are not limited to, construction and maintenance of roadway information signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas and parks, payment of energy charges for street and pedestrian lighting, and other services benefiting the Lake Burden South Property. In the event such MSTUs/MSBUs are formed, the Lake Burden South Property will be subject to assessment for the cost of services performed within the MSTUs/MSBUs. Personnel working for or under contract with Orange County shall have the right to enter upon lands within the Lake Burden South Property to affect the services to affect the services contemplated. Each Owner, by acquiring lands within the Lake Burden South Property, agrees to pay each and every MSTUs/MSBUs assessment imposed upon the Owner's land in a timely manner, failing which such assessments and special charges shall be a lien upon those lands. The Association retains the right to contract with Orange County to provide the services funded by the MSTUs/MSBUs.

Section 5. Enforcement. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns or any Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by or pursuant to these covenants. Failure of the Association or any Owner or the Declarant to enforce any covenant, condition or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. Further, the Association and Declarant shall have the right of self help to cure any violations that remain uncured after any required notice is given.

Section 6. Severability. Should any covenant, condition or restriction contained in, or any Article, Section, Sub-Section, sentence, clause, phrase or term of, this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 7. Interpretation. The Board shall have the right, except as limited by any other provision of this Declaration or the Bylaws, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and its good faith, determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given that interpretation or construction that will best lend toward the consummation of the general plan of improvements.

Section 8. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws, unless the terms of this instrument provide otherwise.

Section 9. Termination. Should the Members of the Association vote not to renew and extend this Declaration as provided herein, or at any time that the Association is dissolved, Ownership of any Common Property shall revert to the Owner that conveyed such Common Property to the Association or, if a Sub-Association has been formed, to the Sub-Association that has replaced such Owner as a Member hereunder.

Section 10. Indemnification. To the full extent as permitted by applicable law, the Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee member shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. Upon approval of the Board, the Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 11. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will perform no act nor undertake any activity which will violate its not for profit status under applicable state or federal law.

Section 12. Singular, Plural and Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 13. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Lake Burden South Property.

Section 14. Notice. Any notices required to be given hereunder shall be given by either (i) personal delivery, (ii) certified mail, postage pre-paid, return receipt requested, or (iii) overnight courier service that provides a receipt evidencing delivery of packages, such as Federal Express. The notices to be delivered to the Owners shall be sent to the addresses appearing in their respective recorded deeds, or at such other address as such Owner has provided to the

Association. Notices to the Declarant shall be sent to the Declarant's address set forth in the initial paragraph of this Declaration, or, if applicable, to the address of any assignee of the Declarant's interest hereunder as set forth in any instrument recorded in the Public Records of Orange County, Florida. Notices to the Association shall be sent to the principal address of the Association as established in the records of the Secretary of State, State of Florida. Notices to any Sub-Association shall be sent to the principal address of such Sub-Association as established in the Records of the Secretary of State, State of Florida. Notices shall not be deemed to have been delivered to the intended addressee until same or actually delivered to the appropriate address as set forth above. Notwithstanding anything in the foregoing to the contrary, any notice required to be given hereunder to any Member may be given to such Member pursuant to any means authorized by the Association Act or the Bylaws and any notice required to be given hereunder to any Owner of a Parcel for which a Sub-Association has been formed, and which pertains to such Sub-Association, shall be deemed given on delivery thereof to such Sub-Association. Notice to any one or more of any co-owners of a Parcel shall constitute notice to all Owners.

Section 15. Covenants Run With the Land. Each covenant, condition, restriction, easement and other provision contained herein shall be appurtenant to and for the benefit of the Lake Burden South Property and shall be a burden thereon for the benefit of all the Lake Burden South Property and shall run with the land. This Declaration and the covenants, conditions, restrictions and easements created hereby shall inure to the benefit of and be binding upon Declarant and its successors in title to any of the Lake Burden South Property; provided, however, that if any Owner conveys fee simple title to the portion of the Lake Burden South Property owned by such Owner, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with such portion of the Lake Burden South Property arising under this Declaration, the Articles of Incorporation and/or the Bylaws to be performed or arising after the conveyance of said fee simple title, but shall remain liable for all obligations arising prior to the conveyance of such title.

Section 16. Not a Public Dedication. Except as specifically stated in this Declaration, nothing herein shall be deemed to be a gift or dedication of any portion of the Lake Burden South Property to the general public or for the general public or for any public purposes whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes herein expressed.

Section 17. Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said Lake Burden South Property or any portion thereof whose title thereto is acquired by foreclosure, trustee sale or otherwise.

Section 18. Attorneys' Fees. In the event of the institution of any legal proceedings for any violation or threatened violation of any of the terms, covenants, restrictions and

conditions contained herein, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party shall be entitled to recover all reasonable costs and expenses incurred in connection with such litigation, specifically including, but not limited to reasonable attorneys' fees, which costs and fees shall also include those caused by reason of any appellate proceeding, re-hearing or otherwise, from the non-prevailing party.

Section 19. Negation of Partnership. None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners, Members, Association or Declarant, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each such entity shall be considered a separate entity and no such entity shall have the right to act as an agent for another unless expressly authorized to do so herein or by separate instrument signed by the parties to be charged.

Section 20. Non-Merger. Notwithstanding any applicable law or legal concept or theory, no interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby shall be deemed to merge with any other interest, right, benefit, obligation, term, provision or covenant contained herein or established hereby. Notwithstanding any applicable legal principle or theory including, but not limited to, the principle generally known as "merger," the ownership of the entirety of the lands defined as the "Lake Burden South Property" by the same party at the same time shall not result in or cause the termination of this Declaration and, likewise, ownership by the same party at the same time of both the benefited and burdened lands associated with any of the easements created herein shall not result in or cause the termination of any of such easements.

[INTENTIONALLY BLANK - SIGNATURE PAGES BEGIN ON PAGE 34]

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

"ASHTON WOODS"

ASHTON WOODS ORLANDO LIMITED
PARTNERSHIP, a Florida limited
partnership

By: ASHTON WOODS LAKESIDE,
L.L.C., a Nevada limited liability
corporation, general partner

Susan Anderson
Print Name: Susan Anderson

Dorothy Drantsaris
Print Name: Dorothy Drantsaris

By: [Signature]
Name: Harry Rosenbaum
Title: Manager
Date: May 9, 2005

(Corporate Seal)

PROVINCE OF ONTARIO

COUNTRY OF CANADA

I, Susan Anderson (subscribing witness), do solemnly declare that I was present, and did see Harry Rosenbaum, the Manager of Ashton Woods Lakeside, L.L.C., a Nevada limited liability company, the general partner of Ashton Woods Orlando Limited Partnership, a Florida limited partnership, to me personally known to be the person described in and who executed the within affidavit on behalf of the said company and partnership, signed and executed the same. The signature of Harry Rosenbaum was subscribed before me and the other subscribing witness.

And I have signed Susan Anderson (signature of one subscribing witness)

Solemnly declared before me at Toronto this 9th day of May, 2005.

[Signature]
Print Name: _____
Commission of Oaths (Affix Seal)

PHYLLIS JOYCE TENN, Notary Public, City of Toronto,
limited to the attestation of instruments and the taking of
affidavits, for Great Gulf Group of Companies.
Expires August 8, 2007.

WITNESSES:

Mary T. Kreiter
Print Name: MARY T. KREITER

Carri McLoige
Print Name: Carri McLoige

"ASHTON BURDEN"

ASHTON BURDEN, LLC, a Florida limited liability company

By: [Signature]
Name: JOHN RENVY
Title: DIVISION PRESIDENT
Date: 4-25-05

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY that on this day personally appeared before me, JOHN RENVY, the DIVISION PRESIDENT of Ashton Woods Lakeside L.L.C., a Nevada limited liability company, the general partner of Ashton Woods Orlando Limited Partnership, a Florida limited partnership, [X] to me well known or [] who produced _____ as identification, and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same on behalf of the corporation as General Partner of Ashton Woods Orlando Limited Partnership.

WITNESS my hand and official seal this 25th day of April, 2005.

(NOTARIAL SEAL)

Mary T. Kreiter
Notary Public, State of _____
My commission expires: _____



WITNESSES:

[Signature]
Print Name: TERESA SUTTON

[Signature]
Print Name: SHARON TRENT

"LBK"

LBK DEVELOPMENT, LLC, a Florida
limited liability company

By: [Signature]
Name: JOHN B. SHOENMAKER
Title: VICE PRESIDENT
Date: OCTOBER 31, 2005

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me,
JOHN B. SHOENMAKER, the VICE PRES of LBK Development,
LLC, a Florida limited liability company, [☒] to me well known or [] who produced
as identification, and who executed the foregoing
instrument and he/she acknowledged before me that he/she executed the same on behalf of the
company.

WITNESS my hand and official seal this 31ST day of OCT, 2005



Sharon Trent
MY COMMISSION # DD118131 EXPIRES
June 24, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

(NOTARIAL SEAL)

[Signature]
Notary Public, State of FLORIDA
My commission expires: 6-24-06

EXHIBIT "A"
(LBK Property)

A portion of Section 25, Township 23 South, Range 27 East and Sections 30 and 31 of Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 25, Township 23 South, Range 27 East, Orange County, Florida; thence S88°53'29"W along the North line of said Southeast 1/4, for 1494.71 feet to the Easterly right-of-way line of Winter Garden-Vineland Road per Right-of-Way Map - Phase 1 (North Section) County Road 535- Project No. YO-808B, prepared by Kimley-Horn, dated February 8, 1993; thence Southerly along the said Easterly right-of-way line the following four (4) courses: run S.21°51'35"W. for 258.05 feet; thence S.13°34'05"W. for 157.06 feet; thence S.07°20'32"W. for 61.71 feet to the point of curvature of a curve concave Easterly; thence Southerly along the arc of said curve, having a radius of 1041.74 feet, through a central angle of 12°08'43", for 220.82 feet to the POINT OF BEGINNING; thence N.89°02'40"E. departing said Easterly right-of-way line, along the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 25, for 321.15 feet to the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 25; thence N.89°02'40"E. along the North line of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of said Section 25, for 1316.30 feet to the West line of said Section 30; thence N.89°26'17"E. along the North line of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 30, for 1335.08 feet to the East line of the West 1/2 of the Southwest 1/4 of said Section 30; thence S.00°50'41"W. along said East line and the West line of the plat "Keene's Pointe Unit 2" as recorded in Plat Book 42, Page 116 through 128 of the Public Records of Orange County, Florida and West line of the plat "Keene's Pointe Unit 1" as recorded in Plat Book 39, Page 74 through 89 of the Public Records of Orange County, Florida, for 2007.52 feet to the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of said Section 31; thence S.00°09'10"E. along the East line of West 1/2 of the Northwest 1/4 of said Section 31 and the West line of said plat of "Keene's Pointe Unit 1" and the West line of the plat of "Keene's Pointe Unit 4" as recorded in Plat Book 48, Page 82 through 85 of the Public Records of Orange County, Florida, for 1613.12 feet to the Northerly right-of-way line of aforesaid Winter Garden-Vineland Road; thence N.70°54'40"W. along said Northerly right-of-way line, for 602.82 feet; thence N.71°40'30"W. along said Northerly right-of-way line, for 252.64 feet; thence departing said Northerly right-of-way line, run N.19°05'25"E. for 252.41 feet; thence N.89°50'50"E. for 94.66 feet; thence N.00°09'10"W. for 126.15 feet; thence S.89°50'50"W. for 5.00 feet; thence N.00°09'10"W. for 426.04 feet; thence S.89°50'50"W. for 5.00 feet; thence N.00°09'10"W. for 129.96 feet; thence S.89°50'50"W. for 250.96 feet; thence N.00°05'20"W. for 56.03 feet; thence S.89°55'32"W. for 333.00 feet; thence N.00°00'00"E. for 396.71 feet; thence N.22°23'58"W. for 104.36 feet; thence S.68°28'24"W. for 25.31 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 576.00 feet, through a central angle of 07°33'52", for 76.05 feet to the point of tangency; thence S.76°02'16"W. for 36.34 feet to the point of curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 490.00 feet, through a central angle of 16°09'24", for 138.17 feet to the point of compound curvature of a curve concave Northerly; thence Westerly along the arc of said curve, having a radius of 390.00 feet, through a central angle of 20°49'47", for 141.78 feet to the point of compound curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius

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of 294.00 feet, through a central angle of $39^{\circ}44'50''$, for 203.95 feet to the point of reverse curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 66.00 feet, through a central angle of $65^{\circ}30'34''$, for 75.46 feet to the point of reverse curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 119.00 feet, through a central angle of $75^{\circ}00'40''$, for 155.79 feet to the point of compound curvature of a curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 336.50 feet, through a central angle of $50^{\circ}31'54''$, for 296.77 feet to the point of compound curvature of a curve concave Southeasterly; thence Northeasterly along the arc of said curve, having a radius of 81.00 feet, through a central angle of $48^{\circ}45'21''$, for 68.93 feet to the point of compound curvature of a curve concave Southerly; thence Easterly along the arc of said curve, having a radius of 163.50 feet, through a central angle of $44^{\circ}40'40''$, for 127.49 feet to the point of reverse curvature of a curve concave Northeasterly; thence Southeasterly along the arc of said curve, having a radius of 45.00 feet, through a central angle of $18^{\circ}58'51''$, for 14.91 feet; thence $N.41^{\circ}33'36''W.$ for 29.85 feet to a non-tangent curve concave Westerly; thence Northerly along the arc of said curve, having a radius of 10.00 feet and a chord bearing of $N.04^{\circ}15'36''E.$, through a central angle of $88^{\circ}21'23''$, for 15.42 feet to the point of tangency; thence $N.39^{\circ}55'06''W.$ for 27.98 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 497.00 feet, through a central angle of $32^{\circ}24'58''$, for 281.19 feet to the point of compound curvature of a curve concave Southeasterly; thence Southwesterly along the arc of said curve, having a radius of 10.00 feet, through a central angle of $90^{\circ}35'18''$, for 15.81 feet to a non-tangent curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 487.00 feet and a chord bearing of $N.76^{\circ}48'45''W.$, through a central angle of $06^{\circ}36'12''$, for 56.13 feet to a non-tangent curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 10.00 feet and a chord bearing of $N.35^{\circ}59'48''W.$, through a central angle of $90^{\circ}35'18''$, for 15.81 feet to the point of compound curvature of a curve concave Southerly; thence Westerly along the arc of said curve, having a radius of 497.00 feet, through a central angle of $21^{\circ}41'02''$, for 188.09 feet to the point of tangency; thence $S.77^{\circ}01'31''W.$ for 105.69 feet to the aforesaid Easterly right-of-way line of Winter Garden-Vineland Road; thence along said Easterly right-of-way line the following six (6) courses: run $N.12^{\circ}53'14''W.$ for 281.14 feet to the point of curvature of a curve concave Southwesterly; thence Northwesterly along the arc of said curve, having a radius of 602.94 feet, through a central angle of $29^{\circ}30'12''$, for 310.47 feet to the point of tangency; thence $N.42^{\circ}23'26''W.$ for 333.00 feet to the point of curvature of a curve concave Northeasterly; thence Northwesterly along the arc of said curve, having a radius of 543.48 feet, through a central angle of $11^{\circ}09'55''$, for 105.91 feet; thence $N.14^{\circ}47'01''W.$ for 84.83 feet to a non-tangent curve concave Easterly; thence Northerly along the arc of said curve, having a radius of 1041.74 feet and a chord bearing of $N.09^{\circ}19'24''W.$, through a central angle of $09^{\circ}02'25''$, for 164.37 feet to the POINT OF BEGINNING.

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EXHIBIT "A"
(LBK Property)

TOGETHER WITH THE FOLLOWING PARCEL OF PROPERTY:

PART OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, RUN N00°14'50"E ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 676.32 FEET; THENCE RUN N89°45'10"W, A DISTANCE OF 457.66 FEET TO A POINT OF CURVATURE AND THE POINT OF BEGINNING, SAID CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 18°58'51" AND A CHORD OF 14.84 FEET THAT BEARS N63°15'08"W; THENCE RUN NORTHWESTERLY A DISTANCE OF 14.91 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 163.50 FEET, A CENTRAL ANGLE OF 44°40'40" AND A CHORD OF 124.29 FEET THAT BEARS N76°06'03"W; THENCE RUN NORTHWESTERLY A DISTANCE OF 127.49 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 08°55'19" AND A CHORD OF 12.60 FEET THAT BEARS S77°06'03"W; THENCE RUN SOUTHWESTERLY A DISTANCE OF 12.61 FEET ALONG THE ARC OF SAID CURVE; THENCE RUN N11°04'39"W, A DISTANCE OF 66.51 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 229.50 FEET, A CENTRAL ANGLE OF 01°06'16" AND A CHORD OF 4.42 FEET THAT BEARS N78°13'35"E; THENCE RUN EASTERLY A DISTANCE OF 4.42 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 80°52'13" AND A CHORD OF 12.97 FEET THAT BEARS N38°20'37"E; THENCE RUN NORTHERLY A DISTANCE OF 14.11 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE RUN N02°05'30"W, A DISTANCE OF 20.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 58°07'11" AND A CHORD OF 45.66 FEET THAT BEARS N31°09'05"W; THENCE RUN NORTHWESTERLY A DISTANCE OF 47.68 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 497.00 FEET, A CENTRAL ANGLE OF 20°17'35" AND A CHORD OF 175.11 FEET THAT BEARS S50°03'53"E; THENCE RUN SOUTHEASTERLY A DISTANCE OF 176.03 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE RUN S39°55'06"E, A DISTANCE OF 27.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 88°21'23" AND A CHORD OF 13.94 FEET THAT BEARS S04°15'36"W; THENCE RUN SOUTHERLY A DISTANCE OF 15.42 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S41°33'36"E, A DISTANCE OF 29.85 FEET TO THE POINT OF BEGINNING.

ASM
American Surveying & Mapping
Job No. ASM 41850
Dated 12/20/04
(triangle next to pond/lake)

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EXHIBIT "B"
(Ashton Woods Property)

A PORTION OF SECTIONS 25 AND 36 OF TOWNSHIP 23 SOUTH, RANGE 27 EAST AND SECTIONS 30 AND 31 OF TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA; THENCE S88 ° 53'29"W ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, FOR 1494.71 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF WINTER GARDEN-VINELAND ROAD PER RIGHT-OF-WAY MAP - PHASE 1 (NORTH SECTION) COUNTY ROAD 535- PROJECT NO. YO-808B, PREPARED BY KIMLEY-HORN, DATED FEBRUARY 8, 1993; THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING EIGHT (8) COURSES: RUN S.21 ° 51'35"W. FOR 258.05 FEET; THENCE S.13 ° 34'05"W. FOR 157.06 FEET; THENCE S.07 ° 20'32"W. FOR 61.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1041.74 FEET, THROUGH A CENTRAL ANGLE OF 21 ° 11'08", FOR 385.19 FEET; THENCE S.14 ° 47'01"E. FOR 84.83 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 543.48 FEET AND A CHORD BEARING OF S.36 ° 48'28"E., THROUGH A CENTRAL ANGLE OF 11 ° 09'55", FOR 105.91 FEET TO THE POINT OF TANGENCY; THENCE S.42 ° 23'26"E. FOR 333.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 602.94 FEET, THROUGH A CENTRAL ANGLE OF 29 ° 30'12", FOR 310.47 FEET TO THE POINT OF TANGENCY; THENCE S.12 ° 53'14"E. FOR 281.14 FEET TO THE POINT OF BEGINNING, SAID POINT TO ALSO BE REFERRED TO AS POINT "A"; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWELVE (12) COURSES: RUN S.12 ° 53'14"E. FOR 1081.16 FEET; THENCE S.21 ° 20'49"E. FOR 116.09 FEET; THENCE S.23 ° 56'30"E. FOR 195.90 FEET; THENCE S.25 ° 35'35"E. FOR 185.90 FEET; THENCE S.33 ° 37'52"E. FOR 63.38 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1041.74 FEET, THROUGH A CENTRAL ANGLE OF 34 ° 41'50", FOR 630.86 FEET TO THE POINT OF TANGENCY; THENCE S.68 ° 19'42"E. FOR 228.40 FEET; THENCE S.70 ° 54'40"E. FOR 399.99 FEET; THENCE S.71 ° 40'30"E. FOR 47.39 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, RUN N.19 ° 05'25"E. FOR 252.41 FEET; THENCE N.89 ° 50'50"E. FOR 94.66 FEET; THENCE N.00 ° 09'10"W. FOR 126.15 FEET; THENCE S.89 ° 50'50"W. FOR 5.00 FEET; THENCE N.00 ° 09'10"W. FOR 426.04 FEET; THENCE S.89 ° 50'50"W. FOR 5.00 FEET; THENCE N.00 ° 09'10"W. FOR 129.96 FEET; THENCE S.89 ° 50'50"W. FOR 250.96 FEET; THENCE N.00 ° 05'20"W. FOR 56.03 FEET; THENCE S.89 ° 55'32"W. FOR 333.00 FEET; THENCE N.00 ° 00'00"E. FOR 396.71 FEET; THENCE N.22 ° 23'58"W. FOR 104.36 FEET; THENCE S.68 ° 28'24"W. FOR 25.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 576.00 FEET, THROUGH A CENTRAL ANGLE OF 07 ° 33'52", FOR 76.05 FEET TO THE POINT OF TANGENCY; THENCE S.76 ° 02'16"W. FOR 36.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 490.00 FEET, THROUGH A CENTRAL ANGLE OF 16 ° 09'24", FOR 138.17 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 390.00 FEET, THROUGH A CENTRAL ANGLE OF 20 ° 49'47", FOR 141.78 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 294.00 FEET, THROUGH A CENTRAL ANGLE OF 39°44'50", FOR 203.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID

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CURVE, HAVING A RADIUS OF 66.00 FEET, THROUGH A CENTRAL ANGLE OF $65^{\circ} 30'34''$, FOR 75.46 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 119.00 FEET, THROUGH A CENTRAL ANGLE OF $75^{\circ} 00'40''$, FOR 155.79 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 336.50 FEET, THROUGH A CENTRAL ANGLE OF $50^{\circ} 31'54''$, FOR 296.77 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 81.00 FEET, THROUGH A CENTRAL ANGLE OF $48^{\circ} 45'21''$, FOR 68.93 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 163.50 FEET, THROUGH A CENTRAL ANGLE OF $44^{\circ} 40'40''$, FOR 127.49 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF $18^{\circ} 58'51''$, FOR 14.91 FEET; THENCE $N.41^{\circ} 33'36''W.$ FOR 29.85 FEET TO A NON-TANGENT CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING OF $N.04^{\circ} 15'36''E.$, THROUGH A CENTRAL ANGLE OF $88^{\circ} 21'23''$, FOR 15.42 FEET TO THE POINT OF TANGENCY; THENCE $N.39^{\circ} 55'06''W.$ FOR 27.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 497.00 FEET, THROUGH A CENTRAL ANGLE OF $32^{\circ} 24'58''$, FOR 281.19 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ} 35'18''$, FOR 15.81 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 487.00 FEET AND A CHORD BEARING OF $N.76^{\circ} 48'45''W.$, THROUGH A CENTRAL ANGLE OF $06^{\circ} 36'12''$, FOR 56.13 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 10.00 FEET AND A CHORD BEARING OF $N.35^{\circ} 59'48''W.$, THROUGH A CENTRAL ANGLE OF $90^{\circ} 35'18''$, FOR 15.81 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 497.00 FEET, THROUGH A CENTRAL ANGLE OF $21^{\circ} 41'02''$, FOR 188.09 FEET TO THE POINT OF TANGENCY; THENCE $S.77^{\circ} 01'31''W.$ FOR 105.69 FEET TO THE POINT OF BEGINNING.

Ed Johnson/David White
 PEC Professional Engineering Consultants
 Overall Boundary Survey for Condo Site
 3/24/04

LESS AND EXCEPT THE PARCELS DESCRIBED ON THE NEXT THREE PAGES:

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LESS OUT OF PHASE I:

A TRACT OF LAND LYING IN SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND SECTION 31, TOWNSHIP 23 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 88°53'29" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1494.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WINTER GARDEN-VINELAND ROAD (COUNTY ROAD NO. 535); THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES; SOUTH 21°51'35" WEST, 258.05 FEET; SOUTH 13°34'05" WEST, 157.06 FEET; SOUTH 07°20'32" WEST, 61.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1041.74 FEET, A CENTRAL ANGLE OF 21°11'08", AN ARC LENGTH OF 385.19 FEET, A CHORD LENGTH OF 383.00 FEET, AND A CHORD BEARING OF SOUTH 03°15'02" EAST; THENCE RUN SOUTH 14°47'01" EAST, NON-TANGENT TO SAID CURVE, 84.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.48 FEET, A CENTRAL ANGLE OF 11°09'55", AN ARC LENGTH OF 105.91 FEET, A CHORD LENGTH OF 105.74 FEET, AND A CHORD BEARING OF SOUTH 36°48'28" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 42°23'26" EAST, 333.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 682.94 FEET, A CENTRAL ANGLE OF 29°30'12", AN ARC LENGTH OF 310.47 FEET, A CHORD LENGTH OF 307.05 FEET, AND A CHORD BEARING OF SOUTH 27°38'20" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 12°53'14" EAST, 1362.30 FEET; THENCE RUN SOUTH 21°20'49" EAST, 116.09 FEET; THENCE RUN SOUTH 23°56'30" EAST, 182.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 63°48'06" EAST, 410.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 39°31'46", AN ARC LENGTH OF 241.47 FEET, A CHORD LENGTH OF 236.71 FEET, AND A CHORD BEARING OF NORTH 44°02'13" EAST; THENCE RUN NORTH 90°00'00" EAST, NON-TANGENT TO SAID CURVE, 287.31 FEET; THENCE RUN SOUTH 00°00'00" EAST, 260.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 00°19'02", AN ARC LENGTH OF 0.44 FEET, A CHORD LENGTH OF 0.44 FEET, AND A CHORD BEARING OF SOUTH 31°45'22" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 31°54'53" EAST, 201.88 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 58°05'07", AN ARC LENGTH OF 50.69 FEET, A CHORD LENGTH OF 48.55 FEET, AND A CHORD BEARING OF SOUTH 60°57'26" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" EAST, 19.28 FEET; THENCE RUN SOUTH 03°29'36" WEST, 182.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 15°29'46", AN ARC LENGTH OF 40.57 FEET, A CHORD LENGTH OF 40.45 FEET AND A CHORD BEARING OF SOUTH 11°14'29" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 18°59'22" WEST, 85.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°33'43", AN ARC LENGTH OF 53.34 FEET, A CHORD LENGTH OF 52.71 FEET AND A CHORD BEARING OF SOUTH 34°16'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 49°33'06" WEST, 38.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°27'41", AN ARC

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LENGTH OF 53.17 FEET, A CHORD LENGTH OF 52.54 FEET, AND A CHORD BEARING OF SOUTH 34°19'15" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 19°05'25" WEST, 190.25 FEET TO THE AFORESAID RIGHT-OF-WAY LINE OF WINTER GARDEN-VINELAND ROAD; THENCE RUN, ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 68°19'42" WEST, 201.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1041.74 FEET, A CENTRAL ANGLE OF 34°41'50", AN ARC LENGTH OF 630.86 FEET, A CHORD LENGTH OF 621.26 FEET, AND A CHORD BEARING OF NORTH 50°58'47" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 33°37'52" WEST, 63.38 FEET; THENCE RUN NORTH 25°35'35" WEST, 185.90 FEET; THENCE RUN NORTH 23°56'30" WEST, 13.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA.

PEC Professional Engineering Consultants
Ed Johnson/David White
Phase 1 Condo Site W/O Building 26
May 19, 2004

2007

{OR877505;1}

LESS AND EXCEPT THE FOLLOWING TRIANGLE PARCEL:

PART OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25, RUN N00°14'50"E ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 676.32 FEET; THENCE RUN N89°45'10"W, A DISTANCE OF 457.66 FEET TO A POINT OF CURVATURE AND THE POINT OF BEGINNING, SAID CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 18°58'51" AND A CHORD OF 14.84 FEET THAT BEARS N63°15'08"W; THENCE RUN NORTHWESTERLY A DISTANCE OF 14.91 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 163.50 FEET, A CENTRAL ANGLE OF 44°40'40" AND A CHORD OF 124.29 FEET THAT BEARS N76°06'03"W; THENCE RUN NORTHWESTERLY A DISTANCE OF 127.49 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 08°55'19" AND A CHORD OF 12.60 FEET THAT BEARS S77°06'03"W; THENCE RUN SOUTHWESTERLY A DISTANCE OF 12.61 FEET ALONG THE ARC OF SAID CURVE; THENCE RUN N11°04'39"W, A DISTANCE OF 66.51 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 229.50 FEET, A CENTRAL ANGLE OF 01°06'16" AND A CHORD OF 4.42 FEET THAT BEARS N78°13'35"E; THENCE RUN EASTERLY A DISTANCE OF 4.42 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 80°52'13" AND A CHORD OF 12.97 FEET THAT BEARS N38°20'37"E; THENCE RUN NORTHERLY A DISTANCE OF 14.11 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE RUN N02°05'30"W, A DISTANCE OF 20.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 47.00 FEET, A CENTRAL ANGLE OF 58°07'11" AND A CHORD OF 45.66 FEET THAT BEARS N31°09'05"W; THENCE RUN NORTHWESTERLY A DISTANCE OF 47.68 FEET ALONG THE ARC OF SAID CURVE TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 497.00 FEET, A CENTRAL ANGLE OF 20°17'35" AND A CHORD OF 175.11 FEET THAT BEARS S50°03'53"E; THENCE RUN SOUTHEASTERLY A DISTANCE OF 176.03 FEET ALONG THE ARC OF SAID CURVE TO A POINT OF TANGENCY; THENCE RUN S39°55'06"E, A DISTANCE OF 27.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 88°21'23" AND A CHORD OF 13.94 FEET THAT BEARS S04°15'36"W; THENCE RUN SOUTHERLY A DISTANCE OF 15.42 FEET ALONG THE ARC OF SAID CURVE TO A POINT; THENCE RUN S41°33'36"E, A DISTANCE OF 29.85 FEET TO THE POINT OF BEGINNING.

ASM
American Surveying & Mapping
Job No. ASM 41850
Dated 12/20/04
(triangle next to pond/lake)

{OR877505;1}

EXHIBIT "C"
(Ashton Burden Property)

A TRACT OF LAND LYING IN SECTION 36, TOWNSHIP 23 SOUTH, RANGE 27 EAST AND SECTION 31, TOWNSHIP 23 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 23 SOUTH, RANGE 27 EAST FOR A POINT OF REFERENCE; THENCE RUN SOUTH 88°53'29" WEST, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, 1494.71 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF WINTER GARDEN-VINELAND ROAD (COUNTY ROAD NO. 535); THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES; SOUTH 21°51'35" WEST, 258.05 FEET; SOUTH 13°34'05" WEST, 157.06 FEET; SOUTH 07°20'32" WEST, 61.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1041.74 FEET, A CENTRAL ANGLE OF 21°11'08", AN ARC LENGTH OF 385.19 FEET, A CHORD LENGTH OF 383.00 FEET, AND A CHORD BEARING OF SOUTH 03°15'02" EAST; THENCE RUN SOUTH 14°47'01" EAST, NON-TANGENT TO SAID CURVE, 84.83 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 543.48 FEET, A CENTRAL ANGLE OF 11°09'55", AN ARC LENGTH OF 105.91 FEET, A CHORD LENGTH OF 105.74 FEET, AND A CHORD BEARING OF SOUTH 36°48'28" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 42°23'26" EAST, 333.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 602.94 FEET, A CENTRAL ANGLE OF 29°30'12", AN ARC LENGTH OF 310.47 FEET, A CHORD LENGTH OF 307.05 FEET, AND A CHORD BEARING OF SOUTH 27°38'20" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 12°53'14" EAST, 1362.30 FEET THENCE RUN SOUTH 21°20'49" EAST, 116.09 FEET; THENCE RUN SOUTH 23°56'30" EAST, 182.34 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN NORTH 63°48'06" EAST, 410.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 39°31'46", AN ARC LENGTH OF 241.47 FEET, A CHORD LENGTH OF 236.71 FEET, AND A CHORD BEARING OF NORTH 44°02'13" EAST; THENCE RUN NORTH 90°00'00" EAST, NON-TANGENT TO SAID CURVE, 287.31 FEET; THENCE RUN SOUTH 00°00'00" EAST, 260.22 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 00°19'02", AN ARC LENGTH OF 0.44 FEET, A CHORD LENGTH OF 0.44 FEET, AND A CHORD BEARING OF SOUTH 31°45'22" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 31°54'53" EAST, 201.88 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 58°05'07", AN ARC LENGTH OF 50.69 FEET, A CHORD LENGTH OF 48.55 FEET, AND A CHORD BEARING OF SOUTH 60°57'26" EAST TO THE POINT OF TANGENCY; THENCE RUN NORTH 90°00'00" EAST, 19.28 FEET; THENCE RUN SOUTH 03°29'36" WEST, 182.71 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 15°29'46", AN ARC LENGTH OF 40.57 FEET, A CHORD LENGTH OF 40.45 FEET AND A CHORD BEARING OF SOUTH 11°14'29" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 18°59'22" WEST, 85.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°33'43", AN ARC LENGTH OF 53.34 FEET, A CHORD LENGTH OF 52.71 FEET AND A CHORD BEARING OF SOUTH 34°16'14" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 49°33'06" WEST, 38.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID

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MAY 17, 2004

WRITTEN BY AA

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CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 30°27'41", AN ARC LENGTH OF 53.17 FEET, A CHORD LENGTH OF 52.54 FEET, AND A CHORD BEARING OF SOUTH 34°19'15" WEST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 19°05'25" WEST, 190.25 FEET TO THE AFORESAID RIGHT-OF-WAY LINE OF WINTER GARDEN-VINELAND ROAD; THENCE RUN, ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 68°19'42" WEST, 201.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHWESTERLY, ALONG SAID CURVE, HAVING A RADIUS OF 1041.74 FEET, A CENTRAL ANGLE OF 34°41'50", AN ARC LENGTH OF 630.86 FEET, A CHORD LENGTH OF 621.26 FEET, AND A CHORD BEARING OF NORTH 50°58'47" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 33°37'52" WEST, 63.38 FEET; THENCE RUN NORTH 25°35'35" WEST, 185.90 FEET; THENCE RUN NORTH 23°56'30" WEST, 13.56 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN ORANGE COUNTY, FLORIDA.

PEC PROFESSIONAL ENGINEERING CONSULTANTS
ED JOHNSON/DAVID WHITE
PHASE 1 CONDO SITE W/O BUILDING 26
MAY 19, 2004

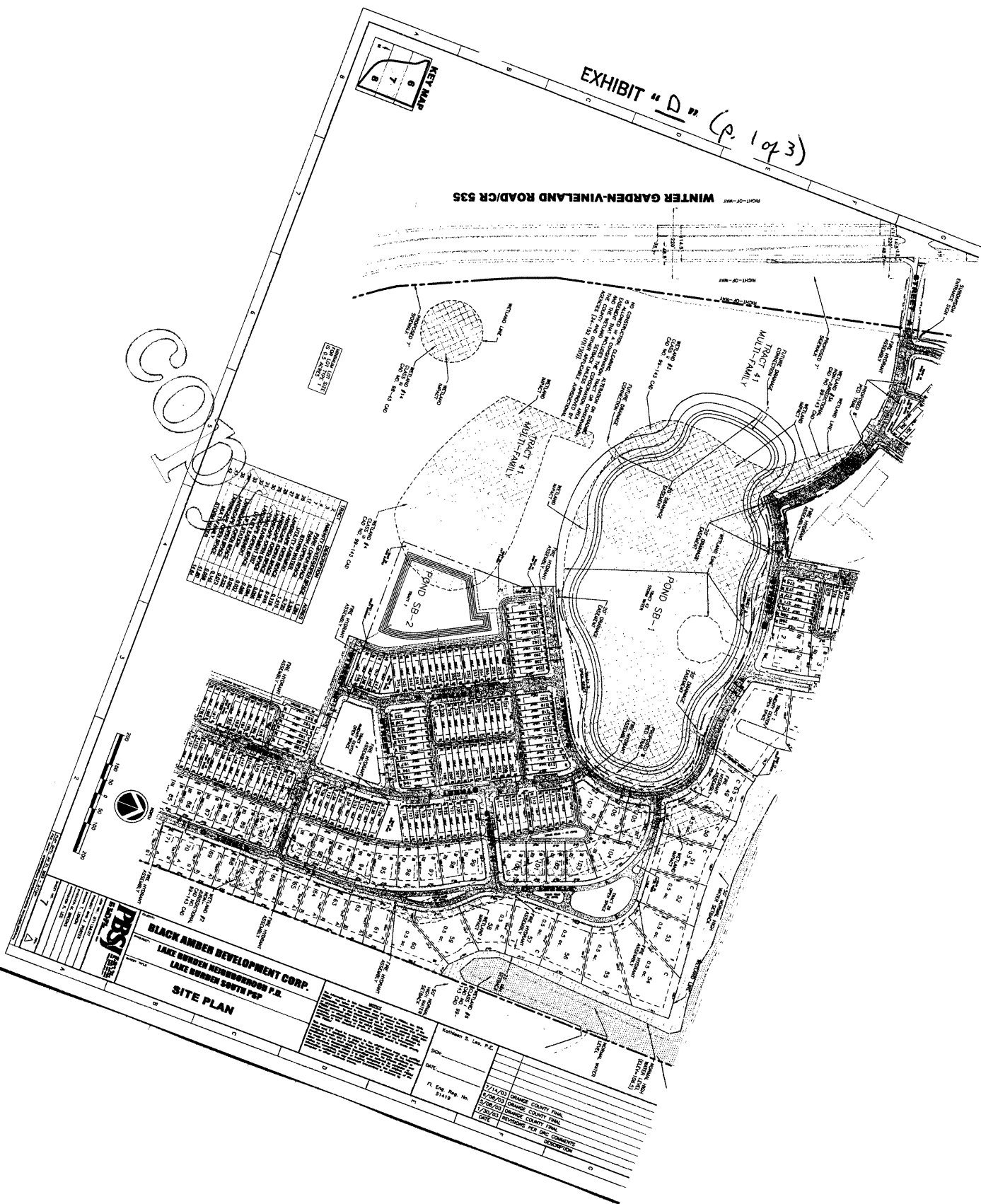
2004

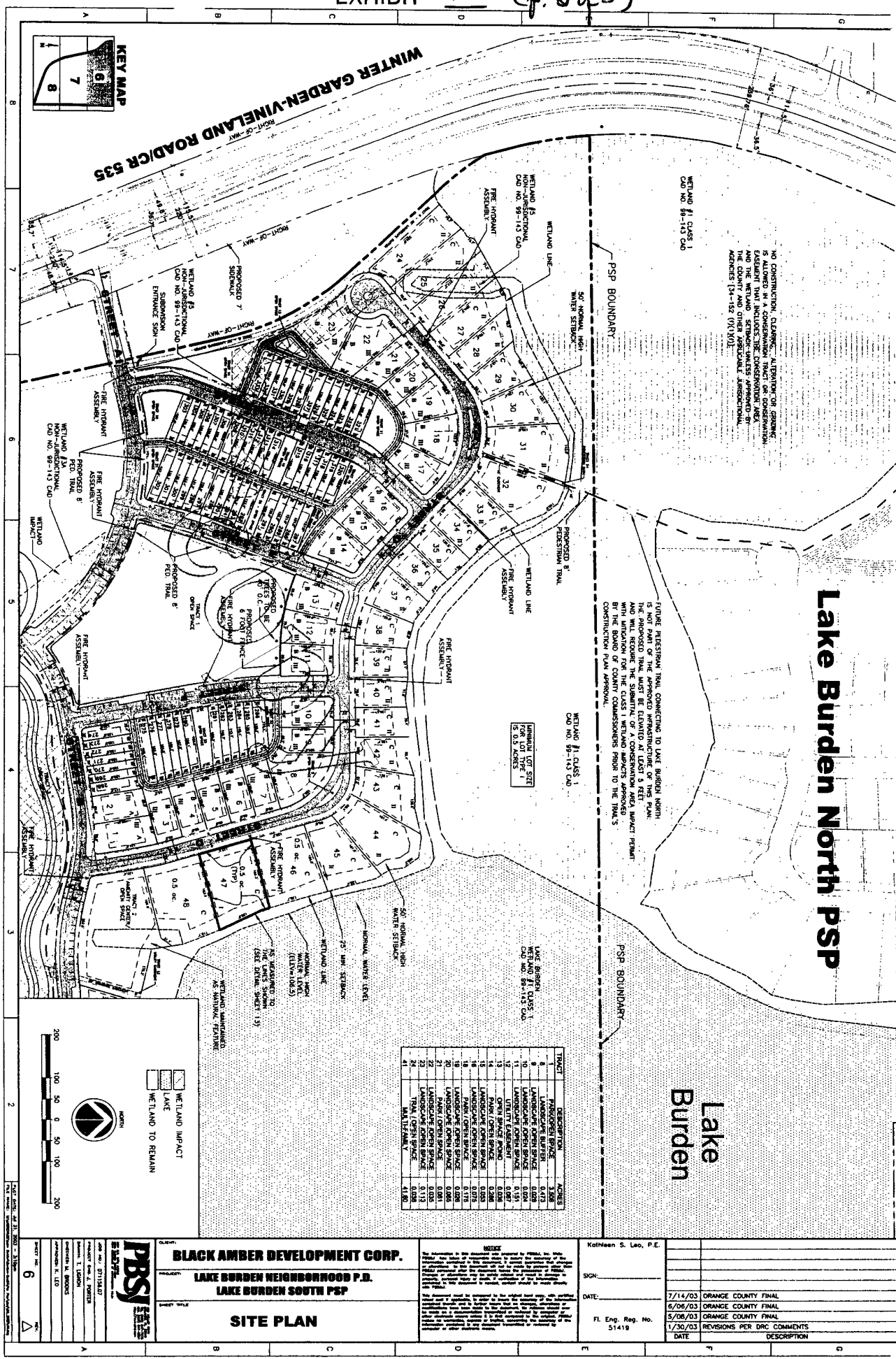
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MAY 17, 2004
WRITTEN BY AA
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EXHIBIT "D" (P. 1 of 3)

WINTER GARDEN-VINELAND ROAD/CR 535

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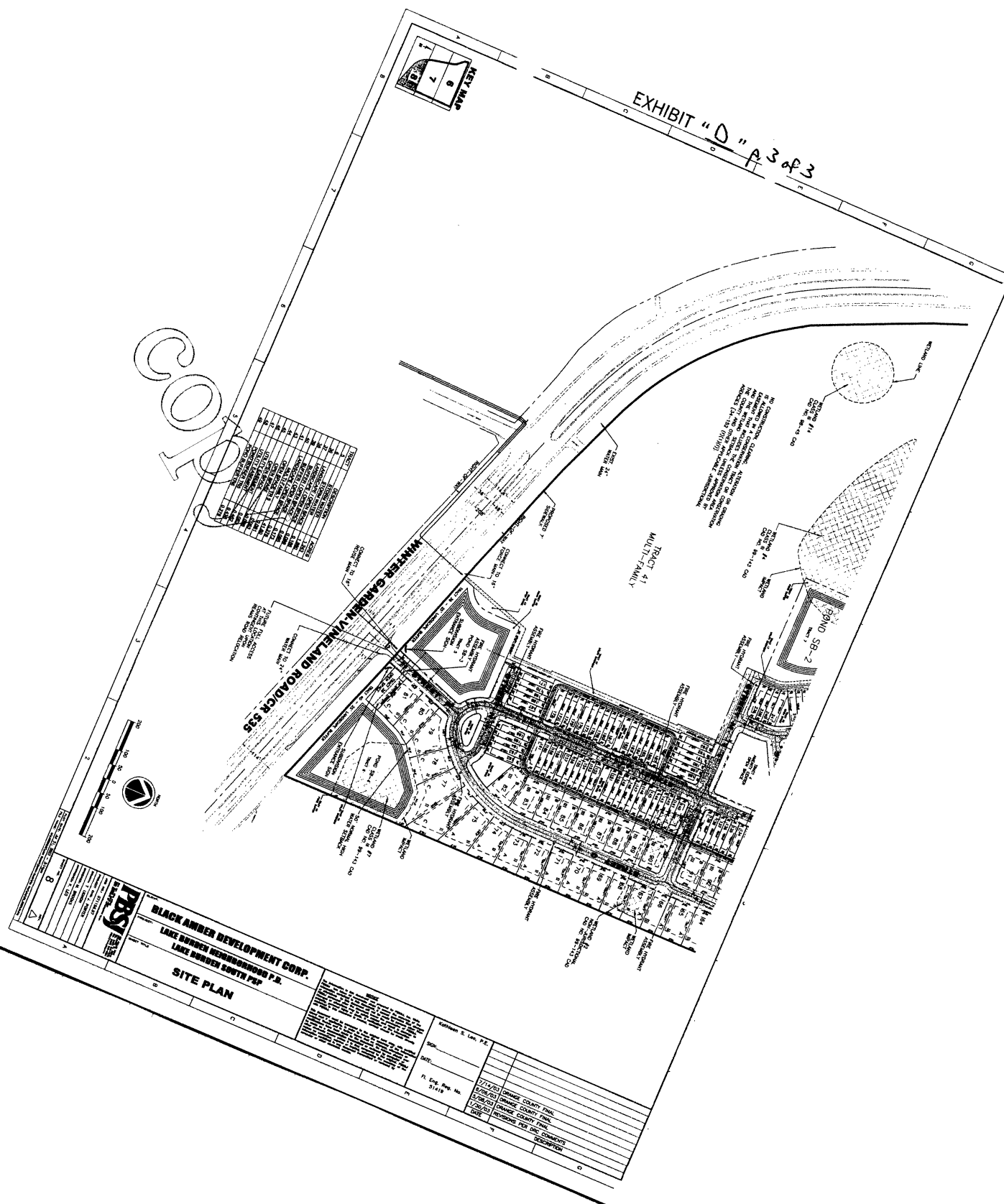


EXHIBIT "D-1"

LAKE BURDEN SOUTH



EXHIBIT "E"

**ARTICLES OF INCORPORATION
OF
LAKE BURDEN SOUTH
MASTER COMMUNITY ASSOCIATION, INC.**

**ARTICLE 1
NAME**

The name of this corporation shall be LAKE BURDEN SOUTH MASTER COMMUNITY ASSOCIATION, INC. For convenience, the corporation shall be referred to in these Articles of Incorporation as the "Association."

**ARTICLE 2
DURATION**

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, State of Florida. The Association shall have perpetual existence.

**ARTICLE 3
PURPOSE AND POWERS OF THE MASTER ASSOCIATION**

The Association is organized for the purpose of enforcing, and fulfilling the objectives and purposes stated in, the Master Declaration of Covenants, Conditions, Easements and Restrictions For Lake Burden South ("Declaration") recorded in the Public Records of Orange County, Florida. Capitalized terms used herein without definition shall have the same meanings given to such terms in the Declaration. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the laws of the State of Florida, subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in these Articles of Incorporation, the Bylaws of the Association, the Declaration or the Association Act. The Association shall have the power and obligation to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Declaration, these Articles of Incorporation and the Bylaws of the Association, including, but not limited to, (i) the ownership and maintenance of all Common Property, (ii) the levy and collection of Assessments against Members of the Association, and (iii) any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Declaration. Unless otherwise specifically prohibited, any and all functions, duties and powers of the Association shall be fully transferable in whole or in part. Any instrument affecting such a transfer shall specify the duration thereof and the means of revocation. The Association is not formed for pecuniary profit and the Association shall not pay dividends, and no part of any income or assets of the Association shall be distributed to its Members, directors or officers. Notwithstanding anything in these Articles of Incorporation to the contrary, this Association may not take any actions with respect to the Shared Improvements or Shared

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Improvement Costs that are inconsistent with the terms and provisions of the Declaration, and neither the Members nor Directors shall have the power to cause the Association to take any such action, and any such vote of Members or Directors requiring the Association to take any such act shall be deemed null and void. In the event of any disagreement between the Members or Directors as to whether a proposed action is consistent with this Declaration, or in any situation where there is a deadlock between votes of the Members or Directors, then such matters shall be submitted to mediation before an impartial third party mediator, that is not related to or affiliated with any Owner, and that is acceptable to all Directors, for a non-binding opinion as to the correct course of action consistent with this Declaration. In the event that the Directors do not unanimously agree to the implementation of the opinion of the selected mediator, then such dispute shall be submitted to binding arbitration for a determination of whether the proposed action is consistent with this Declaration and, if not, what the appropriate course of action pursuant to this Declaration would be. Any arbitration hereunder shall be conducted in Orange County, Florida before a member in good standing of the American Arbitration Association, pursuant to the rules and procedures of the American Arbitration Association.

ARTICLE 4 **PRINCIPAL OFFICE**

The initial principal office and mailing address of the Association is located at Ashton Woods Homes, 341 N. Maitland Avenue, Suite 100, Maitland, Florida 32751.

ARTICLE 5 **REGISTERED OFFICE AND AGENT**

American Information Services, whose address is 255 South Orange Avenue, 17th Floor, Orlando, Florida 32801, is hereby appointed the initial registered agent of the Association and the registered office shall be at said address.

ARTICLE 6 **DISSOLUTION OF THE MASTER ASSOCIATION**

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

6.1 Real property contributed to the Association without the receipt of other than nominal consideration shall be returned to the Member that contributed such property, unless it refuses to accept the conveyance (in whole or in part).

6.2 Conveyance to a not-for-profit corporation homeowners' association similar to the Association or dedication to any applicable municipal or other governmental authority determined by the Board of Directors of the Association to be appropriate for such dedication, which authority is willing to accept such dedication, of any property and responsibilities of the Association, which association or governmental authority shall then be responsible for the operation and maintenance thereof. If no other association or governmental authority will accept

such property and responsibilities then it will be conveyed to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell such property free and clear of the limitations imposed hereby upon terms established by the Circuit Court of Orange County, Florida. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

ARTICLE 7 **MEMBERSHIP**

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests and limitations granted pursuant to the Declaration, these Articles of Incorporation, the Bylaws of the Association, any rules and regulations promulgated by the Association, the Florida Not For Profit Corporation Act and the provisions of the Association Act.

ARTICLE 8 **VOTING RIGHTS**

A Member's right to vote shall vest immediately upon such Member's qualification for membership as provided in the Declaration and these Articles of Incorporation. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in the Declaration, these Articles of Incorporation, and the By-Laws of the Association, including, but not limited to, the following:

8.1 Notwithstanding anything in these Articles of Incorporation to the contrary, and as provided in the Declaration, Until such time that a "Supplement" (defined below) is recorded, Ashton Burden shall have the exclusive authority and right to represent the Ashton Woods Property and Ashton Burden Property as to all matters that may be brought before the membership of the Association pursuant to the Declaration, these Articles of Incorporation and Bylaws including, but not limited to, the casting of all votes attributable to the Ashton Woods Property.

8.2 Notwithstanding anything in these Articles of Incorporation to the contrary, and as provided in the Declaration, Owners of any portion of any Initial Parcel that has been subdivided and subjected to the terms and provisions of a Sub-Declaration (i.e., Owners of Subdivided Parcels) shall exercise all of their rights as a "Member" of the Association by and through the Sub-Association formed pursuant to such Sub-Declaration. The Sub-Association shall have the exclusive authority and right to represent the Owners that own Subdivided Parcels within the Initial Parcel represented by the Sub-Association as to all matters that may be brought before the membership of the Association pursuant to the Declaration, these Articles of Incorporation and the Bylaws, including, but not limited to, the casting of all votes attributable to

the Owners of Subdivided Parcels represented by such Sub-Association pursuant to Section 8.2 of this Article VIII.

8.3 Membership in the Association shall be divided into Class A and Class B Members and the membership in each such class, and the voting rights applicable thereto, shall be allocated as follows:

Class A. At all times during the duration of the Declaration there shall be two (2) Class A Members, one as a representative of the LBK Property and the other as a single representative for both the Ashton Burden Property and Ashton Woods Property. The Class A Members shall initially be (i) LBK, as the representative of the LBK Property and (ii) Ashton Burden, as the representative of the Ashton Burden Property and Ashton Woods Property. Class A Members shall be allocated one vote each. In the event there is a Supplement recorded allocating rights and responsibilities between Ashton Woods and Ashton Burden under the Declaration, then the identity of the Class A Member representing the Ashton Woods Property and Ashton Burden Property shall be determined as set forth in such Supplement. Class A Membership shall cease, and be replaced by Class B Membership, at such time as a Sub-Declaration is recorded and a Sub-Association is formed for the Initial Parcel upon which such Class A Membership was originally based.

Class B. Class B Members shall be all Owners of Subdivided Parcels; provided, however, that all membership rights of the Class B Members shall be exercised only by and through the Sub-Association formed for the Initial Parcel within which such Subdivided Parcel is located. At all times during the duration of the Declaration, there shall be a total of only two (2) Class B votes, one exercisable by the Sub-Association representing the LBK Property and one exercisable by the Sub-Association representing the Ashton Burden Property and Ashton Woods Property. Until such time as a Supplement has been recorded, the Sub-Association representing the Ashton Burden Property shall have the exclusive power and authority to exercise the one (1) vote allocable to the Ashton Burden Property and Ashton Woods Property, which vote shall bind the Ashton Woods Property as and to the same extent as the Class A Member vote of Ashton Burden. At such time, if any, that there is recorded a Supplement, then the Sub-Association for the Ashton Burden Property and the Owner of the Ashton Woods Property or the Sub-Association formed for the Ashton Woods Property shall collectively have one (1) vote, which vote shall be exercised as provided in the Supplement.

8.4 Unless elsewhere specifically provided to the contrary in the Declaration or these Articles of Incorporation, any provision of these Articles of Incorporation which requires the vote or approval of a majority or other specified fraction or percentage of the total voting power of the Association, shall be deemed satisfied by either of the following:

A. The vote in person or by proxy of such majority or other specified fraction or percentage of the total voting power of the Association at a meeting duly called and noticed pursuant to the provisions of the Bylaws of the Association dealing with annual or special meetings of the Members of the Association.

B. Written consents signed by the majority or other specified fraction or percentage of the total voting power of the Association.

ARTICLE 9
BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be managed by a Board of Directors who shall be appointed by the Members pursuant to the provisions of the Declaration and these Articles of Incorporation and following the procedures set forth in the Bylaws of the Association. There shall initially be two (2) Directors, (i) one (1) Director for the LBK Property and (ii) one (1) Director for the combined Ashton Woods Property and Ashton Burden Property, in each case to be appointed by the Member representing the LBK Property and Ashton Woods Property and Ashton Burden Property, respectively. The Members may, from time to time, increase the number of Directors, not to exceed at any time a total of ten (10) Directors, provided that at all times there shall be an equal number of Directors for the LBK Property and combined Ashton Woods Property and Ashton Burden Property. Directors need not be Members of the Association and need not be residents of the State of Florida. The term of office of the initial directors of the Association shall expire at the first meeting of Members at which directors are appointed. The terms of office of all other directors will expire at the next annual meeting of Members following the appointment of such directors. Despite the expiration of a director's term, the director will continue to serve until a successor is appointed and qualifies or until there is a decrease in the number of directors. Any director may be removed from office at any time, with or without cause, by Member that appointed such director, or with cause by the affirmative vote of a majority of the Members. The names and addresses of the persons who are to act in the capacity of initial directors until the appointment and qualification of their successors are:

Name

Address

John Reny

Ashton Woods Homes
341 N. Maitland Avenue, Suite 100
Maitland, Florida 32751

John B. ("Ben") Shoemaker

L.B.K. Development, LLC
Royal Palm Homes
Post Office Box 607098
Orlando, Florida 32860-7098

ARTICLE 10
OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting, and they shall serve at the pleasure of the Board of Directors.

ARTICLE 11
AMENDMENT

These Articles of Incorporation may be changed, amended or modified, at any time and from time to time, by the Members, as and to the extent provided in, and pursuant to the procedures set forth in, the Declaration.

ARTICLE 12

INDEMNIFICATION

12.1 Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such director or officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the directors upon receipt of an undertaking by or on behalf of the director or officer to repay such amount if it shall ultimately be determined that he is not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a director or officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of these Articles.

ARTICLE 13

BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the Bylaws.

ARTICLE 14
INCORPORATOR

The name and address of the Incorporator of this corporation is as follows:

<u>Name</u>	<u>Address</u>
Robert M. Poppell	255 South Orange Avenue, 17th Floor Orlando, Florida 32801

ARTICLE 15
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned has signed this Articles of Incorporation this ____ day of _____, 20__.

"INCORPORATOR"

Robert M. Poppell

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617, Florida Statutes, the corporation identified below hereby submits the following statement in designation of the Registered Office and Registered Agent in the State of Florida.

Lake Burden South Master Community Association, Inc., desiring to organize as a corporation under the laws of the State of Florida, with its registered office at c/o American Information Services, whose address is 255 South Orange Avenue, 17th Floor, Orlando, Florida 32801, has named American Information Services, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named as Registered Agent for the above-stated corporation at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida and accept to act as Registered Agent for the above-stated corporation and agree to comply with the provisions of all laws applicable to the performance of such office.

AMERICAN INFORMATION SERVICES

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT "F"

**BYLAWS
OF
LAKE BURDEN SOUTH
MASTER COMMUNITY ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION**

1. **Definitions.** Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Master Declaration of Covenants, Conditions, Easements and Restrictions For Lake Burden South ("Declaration") or the Articles of Incorporation of Lake Burden South Master Community Association, Inc. ("Articles of Incorporation"). For ease of reference, the Lake Burden South Master Community Association, Inc. shall hereinafter be referred to as the "Association".

2. **Fiscal Year.** The fiscal year of the Association shall be the calendar year.

3. **Seal.** The seal of the Association shall bear the name of the Association, the word, "Florida", the words, "Not For Profit Corporation", and the year of incorporation.

4. **Members.**

4.1. **Membership and Voting Rights.** Entitlement to membership in, and the voting rights of each Member of, the Association shall be as set forth in the Declaration and the Articles of Incorporation, and the manner of exercising such voting rights shall be as set forth therein and in these Bylaws.

4.2. **Transfer of Membership.** The rights of each Member shall be appurtenant to his or her ownership of a Parcel, as specified in the Declaration, may not be separated from such ownership, and shall automatically pass to the successors and assigns (including mortgagees) of a Member upon the recordation of the change in ownership of the Parcel in the Public Records of Orange County, Florida and in the records of the Association.

5. **Members Meetings.**

5.1. **Annual Members Meetings.** The annual meeting of the Members of this Association shall be held at such place, at such time and on such date each year as is from time to time designated by the Board of Directors, for the purpose of electing directors and transacting any business authorized to be transacted by the Members. Failure to hold an annual meeting timely shall in no way affect the terms of officers or directors of the Association or the validity of actions of the Association.

5.2. **Special Members' Meetings.** Special meetings of the Members may be called by any one of the following persons or groups:

- (a) The President,
- (b) A Majority of The Board of Directors, or

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- (c) Members representing not less than ten percent (10%) of total voting power of the Association.

5.3. Notice of Meetings. Written notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered to each Member and Sub-Association entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If the notice is mailed at least twenty (20) days before the date of the meeting, it may be done by a class of United States mail other than first class. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Member or Sub-Association at its address as it appears on the books of the Association, with proper postage thereon prepaid. It shall not be necessary to provide notice to Members that are represented by Sub-Associations.

5.4. Defects in Notice, Etc. Waived by Attendance. A Member may waive any notice required by these Bylaws before or after the date and time stated in the notice. The waiver must be in writing, signed by the Member entitled to the notice, and be delivered to the Association for the inclusion in the minutes or filing with the Association records. A Member's attendance at the meeting waives objection to lack of notice or defect of notice of the meeting, unless the Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A Member's attendance at a meeting also serves to waive objection to the consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to the consideration of the matter when it is presented.

5.5. Quorum. Except as provided otherwise in the Articles of Incorporation or the Declaration, a quorum at meetings shall consist of fifty-one (51%) of the total voting power in the Association, whether represented in person or by proxy. Subject to any contrary provision or requirement contained in the Declaration, if a quorum is present, the affirmative vote of a majority of votes represented at a meeting and entitled to vote on the subject matter shall constitute the acts of the Members, except when approval by a greater vote is required by the Declaration, the Articles of Incorporation, these Bylaws, or by law. When a specified item of business is required to be voted upon by a particular class of Members, a majority of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by that class, unless provided to the contrary in the Articles of Incorporation or the Declaration. After a quorum has been established at a meeting, the subsequent withdrawal of a Member so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

5.6. Proxies. Every Member entitled to vote at a meeting of Members, or his duly authorized attorney-in-fact, may authorize another person or persons to act for him by proxy with respect to specified matters of business. Members may not grant general proxies to vote their membership interests but general proxies may be used to establish a quorum. Every proxy must be signed by the Member or his attorney-in-fact. A proxy shall be effective only for the specific meeting for which originally given and any and all lawfully adjourned meetings thereof. No proxy shall be valid after the expiration of ninety (90) days from the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the Member executing

it and shall expire upon the transfer of title to the Parcel giving rise to the voting rights to which the proxy pertains. The authority of the holder of a proxy to act shall not be revoked by the incompetence or death of the Member who executed the proxy unless, before the authority is exercised, written notice of an adjudication of such incompetence or of such death is received by the Secretary of the Association of such other officer responsible for maintaining the list of Members.

5.7. Adjourned Meetings. When a meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken, and any business may be transacted at the adjourned meeting that might have been transacted on the original date of the meeting. If, however, after the adjournment the Board fixes a new record date for the adjourned meeting, a notice of the adjourned meeting shall be given in compliance with these Bylaws to each Member entitled to vote at such meeting as of the new record date.

5.8. Order of Business. The order of business at annual meetings, and as far as practicable at all other meetings, shall be:

- (a) Calling of the roll and certifying of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Appointment of directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

6. Board of Directors.

6.1. Number, Election and Term. The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors specified in the Declaration or Articles of Incorporation. The initial Board shall be comprised of two (2) directors and shall include those persons named in the Articles of Incorporation. The directors shall be appointed at the annual meeting of Members and at each annual meeting thereafter, and shall hold office until the next succeeding annual meeting. Each director shall hold office for the term for which he is appointed and until his successor shall have been appointed and qualified, until there is a decrease in the number of directors, or until his earlier resignation, removal from office or death.

6.2. Removal. Any director may be removed from office pursuant to the procedures set forth below:

- (a) Any member of the Board of Directors may be removed with or without cause by the Member that appointed such director provided, however, any such member of the Board of Directors appointed by a Member and so removed shall be replaced only by another director appointed by such Member pursuant to its rights under the Articles of Incorporation.
- (b) The notice of a meeting to recall a member or members of the Board of Directors shall state the specific director sought to be removed.
- (c) A proposed removal of a director at a meeting shall require a separate vote for each director sought to be removed where removal is sought by written agreement, a separate agreement is required for each director to be removed.
- (d) If removal is effectuated at a meeting, any vacancy created thereby shall be filled by vote of the Members at the same meeting.
- (e) Any director who is removed from the Board shall not be eligible to stand for re-election until the next annual meeting of the Members.
- (f) Any director removed from the Board shall turn over to the Board of Directors within seventy-two (72) hours any and all records of the Association in his or her possession.
- (g) If a director who is removed does not relinquish his office or turn over records as required under this section, the Association or any Member may petition the Circuit Court in the county where the Association's principal office is located to summarily order the director to relinquish his or her office and turn over Association records.

6.3. Directors Fees. Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

6.4. Vacancy. Any vacancy occurring on the Board of Directors shall be filled by the Members in accordance with the Articles of Incorporation and these Bylaws.

A director appointed to fill a vacancy shall be appointed for the unexpired term of the predecessor in office. Any seat on the Board of Directors to be filled by reason of an increase in the number of directors may be filled by the Board of Directors, but only for a term of office continuing until the next appointment of directors by the Members or, if the Association

has no Members or no Members having the right to vote thereon, for such term of office as is provided in the Articles of Incorporation.

A vacancy that will occur at a specific later date, by reason of a resignation effective at such later date, may be filled before the vacancy occurs. However, the new director may not take office until the vacancy occurs.

7. Meetings of Directors.

7.1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly without notice to directors at such place and hour as may be fixed from time to time by resolution of the Board; provided that no such meeting shall be scheduled on any day that is a legal holiday. Regular meetings of the Board of Directors shall be open to the Members. Notice of such meeting shall be posted in a conspicuous place on the Association property at least 48 hours in advance of such meeting, or mailed or delivered to each Member at least seven (7) days before the meeting, except in cases of emergency. In the event that the number of Members of the Association exceeds one hundred (100), then in lieu of the foregoing notice provisions, notice of such meetings may be made by providing to each Member a schedule of board meetings for any calendar year. Notice of any meeting in which Assessments against parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

7.2. Special Meetings. Special meetings of the directors may be called by the President of the Association or by any director. Not less than forty-eight (48) hours' notice of the special meeting shall be given to each director, which notice shall state the date, time, place and purpose of the meeting. All special meetings of the Board of Directors shall be open to the Members. Notice of such meeting shall be posted in a conspicuous place on the Association property at least 48 hours in advance of such meeting, or mailed or delivered to each Member at least seven (7) days before the meeting, except in cases of emergency. In the event that the number of Members of the Association exceeds one hundred (100), then in lieu of the foregoing notice provisions, notice of such meetings may be made by providing to each Member a schedule of board meetings for any calendar year. Notice of any meeting in which Assessments against parcels are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

7.3. Defects in Notice, etc. Waived by Attendance. Notice of a meeting of the Board of Directors need not be given to any director who signs a waiver of notice either before or after the meeting. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

7.4. Telephone Participation. Members of the Board of Directors may participate in Board meetings by means of a conference telephone, or similar communications equipment, by means of which all persons participating in the meeting can hear each other at the same time. Participation by such means shall constitute presence in person at such meeting.

7.5. Quorum. A quorum at directors meetings shall consist of a majority of all votes of the entire Board of Directors. The acts approved by a majority of those votes represented at a meeting at which a quorum is present shall constitute the act of the Board of Directors, except where approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, or these Bylaws.

7.6. Adjourned Meetings. A majority of the directors present, whether or not a quorum exists, may adjourn any meeting of the Board of Directors to another time and place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment and, unless the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

7.7. Presiding Officer. The presiding officer of directors meetings shall be the President. In the absence of the President, the Vice President shall preside, and in the absence of both, the directors present shall designate one of their number to preside. Attendees at director's meetings other than directors may not participate in any discussion or deliberation unless permission to speak is requested on their behalf by a director. In such case, the presiding officer may limit the time any such individual may speak.

7.8. Powers and Duties of Board of Directors. All of the powers and duties of the Association existing under Chapter 617, Florida Statutes, the Declaration, the Articles of Incorporation, these Bylaws, and the Association Act shall be exercised by the Board of Directors, subject only to approval by Members when such is specifically required.

8. Officers.

8.1. Officers and Election. The officers of the Association shall be a President, who shall be selected from the Board of Directors, a Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and each of whom may be removed by vote of the directors at any meeting with or without cause. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association.

8.2. President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association. He shall serve as chairman of all Board and Members' meetings.

8.3. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors or the President.

8.4. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members. He shall attend to the giving and serving of all notices to the Members and directors and other notices required by law. He shall keep the records of the

Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association and as may be required by the directors or the President. The duties of the Secretary may be fulfilled by a manager employed by the Association.

8.5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of assessments; and he shall perform all other duties incident to the office of Treasurer. The duties of the Treasurer may be fulfilled by a manager employed by the Association.

8.6. Compensation. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

9. Books and Records.

9.1. The Association shall keep as records minutes of all meetings of its Members and Board of Directors, a record of all actions taken by the Members or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Association and shall maintain such records for at least seven (7) years. The Association shall maintain accurate accounting records, kept in accordance with good accounting practices, and shall maintain such records for at least seven (7) years. The Association shall also maintain a record of its Members in a form that permits preparation of a list of the names and address of all Members in alphabetical order by class of voting Members, and shall keep such records in written form or in other form capable of conversion into writing within a reasonable time. The Association shall also keep a copy of the following records at its principal office:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace.
- (b) A copy of its Articles or restated Articles of Incorporation and all amendments currently in effect,
- (c) A copy of its Bylaws or restated Bylaws and all amendments currently in effect.
- (d) A copy of the Declaration and all amendments currently in effect.
- (e) Written communications to all Members generally or all Members of a class within the past three (3) years, including all financial statements furnished for the past three (3) years.
- (f) A list of the names and business street, or home if there is no business, addresses of its current directors, officers and Sub-Associations.

- (g) Its most recent annual report delivered to the Department of State.
- (h) A copy of any rules of the Association.
- (i) A current roster of all Members and their mailing addresses, parcel identifications and if known telephone numbers.
- (j) All current insurance policies of the Association or a copy thereof.
- (k) A current copy any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Members have an obligation or responsibility. The Association shall also keep for a period of one (1) year all bids received by the Association for work to be performed on behalf of the Association.

9.2. A Member of the Association may inspect and copy, during regular business hours at the Association's principal office, any of the records of the Association set forth in 9.1 above, if such Member gives the Association written notice of the demand to inspect at least ten (10) business days before the date on which the Member wishes to inspect and copy. All other records of the Association will be available for inspection in accordance with the provisions of applicable Florida law. The Association may impose a reasonable charge for the cost of copies of all documents to be provided pursuant to the provisions of this section 9.2.

10. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions.

10.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications and any other classifications as shall be appropriate, when authorized and approved by the Board of Directors. The receipts shall be entered by the amounts of receipts by accounts and receipt classifications, and expenses by the amounts of expenses by accounts and expense classifications.

(a) Current Expense. The current expense account shall include all receipts and expenditures to be made within the year for which the expenses are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year or to fund reserves. This may include but not be limited to:

- (1) Professional, administration and management fees and expenses;
- (2) Taxes on common property;
- (3) Expenses for utility services and maintenance expense relating to the common property;
- (4) Insurance costs;

- (5) Administrative and salary expenses;
- (6) Operating capital; and
- (7) Other expenses.

(b) Reserve for Deferred Maintenance. If required by the Board of Directors, there shall be established a reserve account for deferred maintenance which shall include funds for major maintenance items which are the obligation of the Association and which occur less frequently than annually.

(c) Reserve for Replacement. If required by the Board of Directors, there shall be established a reserve account for replacement which shall include funds for repairs or replacements which the Association is obligated to make resulting from damage, depreciation or obsolescence.

10.2. Budget. The Board of Directors shall adopt such budgets as are required by the Declaration.

10.3. Assessments. Assessments against the Owners for their shares of the items of the operating budget shall be made in accordance with the provisions of the Declaration.

10.4. Depository. The depository of the Association will be such banks in Orange County, Florida, as shall be designated from time to time by the directors and the withdrawal of monies from such accounts shall be only by checks signed by such persons as authorized by the directors; provided, however, that the provisions of a management agreement between the Association and a manager relative to the subject matter of this section shall supersede the provisions hereof.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings, when not in conflict with the Florida Not for Profit Corporation Act, the Declaration, the Articles of Incorporation or these Bylaws.

12. Access to Common Property and Recreational Facilities. All Common Property serving the Association shall be available, subject to all restrictions set forth in the Declaration or in any rules and regulations adopted by the Association, to Members of the Association and their invited guests for the use intended to such Common Property. The Association may adopt reasonable rules and regulations pertaining to the use of such Common Property. Members shall have the right to peaceably assemble, or invite public officers or candidates for public office to appear and speak, in Common Property subject to reasonable rules and regulations adopted by the Association.

13. Amendment. These Bylaws may be changed, amended or modified, at any time and from time to time, by the Members, as and to the extent provided in, and pursuant to the procedures set forth in, the Declaration.

14. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.