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**MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONE CREST**

THIS MASTER DECLARATION, is made this 3d day of May, 2002,
by **M/I SCHOTTENSTEIN HOMES, INC.**, an Ohio corporation (hereinafter referred to as
"Developer"), whose address is **237 S. Westmonte Drive, Suite 112, Altamonte Springs, FL
32714.**

WITNESSETH:

WHEREAS, the Developer is the owner of certain property in Orange County, Florida
("Property"), more particularly described as follows on Exhibit "A" attached hereto and by this
reference made a part hereof; and

WHEREAS, Developer is developing the Property into a residential community of single
family homes; and

WHEREAS, Developer intends and desires to impose certain covenants, restrictions,
easements, conditions, and liens upon the Property and the use thereof, as part of a common plan
of development upon the Property, and to protect its value and desirability.

NOW THEREFORE, the Developer hereby declares that the real property described
above shall be held, sold and conveyed subject to the following easements, restrictions, covenants
and conditions, which are for the purpose of protecting the value and desirability of, and which
shall run with, said real property and be binding on all parties having any right, title or interest
therein or any part thereof, their respective heirs, personal representatives, successors and assigns,
and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows
wherever used in this Declaration, the Master Association's Articles of Incorporation ("Articles"),
or the Master Association's By-Laws ("By-Laws").

Section 1. "Architectural Committee" shall mean the Architectural Committee of the
Master Association, as provided in Article VII hereof.

Section 2. "Articles" means the Articles of Incorporation of the Master Association, as may be amended from time to time, a copy of which is attached hereto as Exhibit "B", and "By-laws" means the By-laws of the Master Association, as may be amended from time to time, a copy of which is attached hereto as Exhibit "C".

Section 3. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Master Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. "Board" means the Master Association's Board of Directors.

Section 5. "Builder" shall mean any person or entity engaged in the business of construction and sale of Dwellings, which purchases Lots from the Developer for the purpose of constructing Dwellings for later sale to Owners.

Section 6. "Common Area" means all property whether improved or unimproved, or any interest therein, which from time to time is intended to be owned, operated and maintained by the Master Association for the common use and enjoyment of all Owners, including, but not limited to the Master Surface Water or Storm Water Management System.

Section 7. "Community Association" shall mean the homeowners' associations created or to be created to govern a parcel or other portion of the Property, in accordance with this Declaration.

Section 8. "Declaration" shall mean and refer to this Declaration, together with any and all supplements or amendments hereto, if any.

Section 9. "Developer" means M/I SCHOTTENSTEIN HOMES, INC., and its successors and assigns, if such successors and assigns are designated in writing by the Developer as the successors and assigns of Developer's rights hereunder.

Section 10. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 11. "Lot" means any platted parcel of land shown on the Recorded subdivision Plat, with the exception of the Common Area, streets, and utility and drainage easements.

Section 12. "Maintenance" means the exercise of reasonable care to keep buildings, homes, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of

landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 13. "Master Association" means Stone Crest Master Association, Inc. a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 14. "Master Surface Water or Storm Water Management System" shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges, and shall include all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and associated buffer areas and wetland mitigation areas.

Section 15. "Member" means every person or entity who holds membership in the Master Association.

Section 16. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 17. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 18. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 19. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Property with the consent of any Owner, express or implied, such as an Occupant.



Section 20. "Parcel" shall mean the separately designated residential areas which may be comprised of various types of housing, initially or by amendment made subject to this Declaration. All Parcels within the Property shall be shown or described in a recorded Plat.

Section 21. "Plat" means a final official Recorded subdivision plat of a group of Lots within a Parcel.

Section 22. "Property" means the real property described in Exhibit "A" attached hereto, including Lots and Common Areas, and such additions thereto as may hereafter be annexed by subsequent amendment to this Declaration. The foregoing notwithstanding, the Property shall not include Tract L as shown on the Recorded Plat of Glynwood, the lift station site to be conveyed to the City of Winter Garden, and thus said Tract L shall not be subject to the operation of this Master Declaration.

Section 23. "Recorded" means filed for record in Orange County, Florida.

Section 24. "Structure" shall mean any thing or object, the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, shed, greenhouse, bathhouse, coop or cage, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, sign, signboard, temporary or permanent living quarters (including any house trailer), temporary or permanent improvement, excavation, grading, fill, ditch, diversion, dam, other thing or device which affects the flow of waters, utility shed, detached shed or other activity.

ARTICLE II PROPERTY RIGHTS AND COMMON AREA

Section 1. Easements and Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

- (a) Fees. The Master Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.
- (b) Suspension and Fines. The Master Association's right: (i) to suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use the Common Areas and facilities; or (ii) to levy reasonable fines against an Owner or an Owner's tenants, guests or invitees, or both. Suspension of Common Area rights, however, shall not impair the right of an Owner or tenant of a Lot to have vehicular or pedestrian ingress to and egress from the Lot, including but not



limited to the right to park. The Board may impose such suspensions or levy such fines provided the procedures and limitations established in Article VI, Section 13 are adhered to.

(c) Dedication. The Master Association's right to dedicate, transfer or mortgage all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Master Association considers advisable. Any such dedication, transfer or mortgage shall require the approval of Members entitled to cast not less two-thirds of the total votes of the Members. If ingress or egress to any Lot is through the Common Area, any conveyance or encumbrance of such area shall be subject to the Owner's easement.

(d) Delegation of Use. Subject to such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Master Association, each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Master Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit by this Declaration unless this Declaration expressly grants such benefit to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in the next Section or within the Plat. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 3. Public Easements. The Developer dedicates those portions of the Property as may be described on any Plat for the use and maintenance of public utility and drainage easements, together with a right of ingress and egress over and across the easement area for such purposes. Developer dedicates the Common Area for use by all utilities for construction and maintenance of their respective facilities serving the Property; and Developer grants to such utilities jointly and severally, easements for such purposes. Easements for drainage and/or for installation and maintenance utilities are reserved as may be shown on any Plat. Within these easements, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage structures or which may impede the flow of water through drainage channels in the easements. No Owner



of property within the Property may construct or maintain any building, residence, or Structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Recorded Plat of the subdivision, unless prior approval is received from the St. Johns River Water Management District. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utilities company is responsible or which are within the Common Area.

Section 4. No Partition. There shall be no judicial partition of the Common Area, nor shall the Developer, any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in cotenancy.

Section 5. General Restrictions. Except with the Master Association's prior written consent or in accordance with the Master Association's rules and regulations:

- (a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Developer as part of its improvement of the Property, and the replacement of any such items.
- (b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Board.
- (c) Activities. All uses and activities upon or about the Common Area are subject to the Master Association's rules and regulations.

Section 6. Private Maintenance Easements. The Developer hereby dedicates to the Master Association or itself a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Common Areas for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees for the purpose of repairing, improving and maintaining the Common Areas, so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair; provided that such access does not unnecessarily interfere with the reasonable use and enjoyment of the Common Areas by the Owners. Developer reserves the right for itself and the Master Association to impose further restrictions and to grant or dedicate additional easements and rights-of-way in and to, over, under, on and across the Property so as to allow reasonable access to the Common Areas for the purpose of repairing, improving and maintaining the same. Any such additional restrictions, easements and rights-of-way shall not structurally weaken any improvements upon the Property or unnecessarily interfere with the reasonable use and enjoyment of the Property by the Owners.

Section 7. Private Landscape and Wall Easements. The Developer may, from time to time, dedicate to the Association or itself landscape and wall easements, as more particularly described on a Recorded Plat of a Parcel or in a recorded grant of easement. The Association shall be responsible for the repair, service and maintenance of any and all landscaping, walls and other improvements located within such easements, so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair.

ARTICLE III THE ASSOCIATION NETWORK

Section 1. Master Association. The Master Association shall have the duties imposed in the Articles and Bylaws of said Master Association, and in accordance with this Declaration. The Master Association is or will become vested with primary authority and control over all of the Common Area and is or will become the owner of all real and personal property known as the Common Area. The Master Association is the organization with the sole responsibility to make and collect assessments from all Members, which assessments will be made in accordance with Article V. The Master Association may also make and collect charges for maintenance services against any Owner, Community Association, or the Developer, as more fully set forth in Article V of this Declaration. The charges levied by the Master Association are separate, apart and in addition to charges or assessments which may be made by any Community Association to or against their members, and/or users. The Master Association shall have the right to a lien for the charges and assessments to which it is entitled in accordance with Article V of this Declaration

Section 2. Community Associations. Community Associations, subordinate to the Master Association, shall be organized with respect to specific residential Parcels within the Property. All governing documents of each Community Association must be submitted to and approved by the Developer prior to the recording, filing, or adoption of same. Unless the Community Association declaration, Articles of Incorporation, and By-laws are approved by the Developer prior to their recording, filing or adoption, they shall be considered null and void and shall not be enforceable. These Community Associations shall have the power to levy maintenance assessments for the Community Association common elements as provided in their respective declarations, which maintenance assessments shall be subordinate to, separate and apart from any and all assessments levied by the Master Association, together with any rights which may be set forth in the Community Association declaration for the particular Parcel.

Section 3. Power of the Master Association Over The Community Associations. The Master Association shall have the absolute power to veto any action taken or contemplated to be taken, and shall have the absolute power to require specific action to be taken by any Community Association. The Master Association shall receive the same notification of each meeting of the members of a Community Association or Board of Directors or committee of a Community

Association required by the governing documents of a Community Association and a representative of the Master Association shall have the unrestricted right to attend such meetings. If proper notice is not given to the Master Association any action taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to members of that Community Association.

By way of illustration and not as a limitation, the Master Association may: (a) veto any decision or action of a Community Association; (b) require specific maintenance, repair, replacement, removal or aesthetic changes to be performed to the property governed by a Community Association; or (c) require that a proposed budget of a Community Association include certain items and that expenditures be made therefore. In the event that a Community Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Master Association, in its sole discretion), the Master Association may have, and may exercise, the Community Association's right of approval, disapproval, or enforcement as to the matter. If the Community Association fails to comply with any requirement set forth by the Master Association, the Master Association shall have the right to take action on behalf of the Community Association and shall levy an assessment in an amount adequate to recover the Master Association's cost and expenses (including administrative, legal and accounting cost and expenses) associated with the taking of the action. The assessment shall be levied against all the property governed by the Community Association and each Owner within that property shall be liable for such Owner's prorata share of the assessment. Such assessment shall be levied as a Specific Assessment as set forth in Section 4 of Article V below.

Section 4. Right of the Master Association To Waive Rights Under This Article. The Master Association may, but shall not be obligated, to waive its rights and powers under Section 3 of this Article III as to any or all of the Community Associations, by execution of an instrument waiving such rights and powers and recording such instrument in the Public Records of Orange County, Florida.

Section 5. Exemption Under Certain Circumstances. In the event that it is necessary in order that a Mortgage encumbering a Lot within a Parcel may be insured by the Federal Housing Administration or the Veterans Administration, then the Master Association may exempt such Parcel and/or any Community Association formed for such Parcel from the provisions of this Article III.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS;
MASTER ASSOCIATION POWERS AND DUTIES

Section 1. Membership. Each Community Association created by the Developer (or by any Builder or other party approved by the Developer) with respect to any Parcel shall automatically become a Member of the Master Association upon the incorporation of the Community Association with the Secretary of State of the State of Florida. Said membership shall be mandatory and may not be terminated by the Master Association. Developer shall be considered a Member from and after the date of recordation of this Declaration in the Public Records of the County. Developer, by including additional property subject to this Declaration by amendment, may cause additional membership in the Master Association, and may designate the ownership basis of such additional membership. In addition to the Community Associations and the Developer, the Builder on any Parcel within the Property shall be deemed to be a Member of the Master Association upon acquisition of title to any Parcel or portion thereof and until such time as an Association is created for that Parcel in accordance with the terms of this Section. No Owners of Lots which are subject to a Community Association shall be a Member of the Master Association.

Section 2. Voting. The Master Association shall have two classes to voting membership:

Class A. The Class A members shall be all Members, with the exception of Developer, and shall be entitled to one vote for each Lot allocated to the particular Parcel which it owns or represents as provided for under the terms of its Plat or such lesser or greater number as corresponds to the actual number of Dwellings constructed on the respective Parcel. Lot owned.

Class B. The Class B members shall be Developer who shall be entitled to three (3) votes for each Lot permitted under the development approvals for the Property, less that number of votes allocable in accordance with the terms of this Section to Parcels already conveyed by the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;
- (b) on the anniversary date ten years from the date when the first Lot is conveyed to a Class A Member; or



- (c) such earlier date as Developer may elect, in Developer's sole discretion.

Votes shall be cast or exercised by each Member in accordance with the Bylaws of the Master Association.

Section 3. Common Area. The Master Association shall have the following powers and shall provide the following services:

(a) **Management and Control.** Subject to the rights of Owners and the Developer set forth in this Declaration, the By-Laws and the Articles, the Master Association has exclusive management and control of the Common Area, its improvements if any, and all related furnishings, equipment, fencing and other personal property, if any.

(b) **Maintenance.** The Master Association's duties with respect to the Common Area include the maintenance and operation of improvements, equipment and personal property installed by the Developer on the Common Area, so as to keep all of the foregoing in good, clean substantial, attractive, sanitary, safe and serviceable condition, order and repair. Such duties include the repair, servicing, and maintenance of all pavement and drainage systems, lighting, landscaping, irrigation systems, recreation areas, conservation areas, and entry features, to the extent the same are contained within the Common Area, unless and until such time, if any, as any of these obligations have become the responsibility of a Municipal Services Benefit Unit..

(c) **Taxes.** The Master Association shall be responsible for the payment of all taxes validly levied, assessed, or imposed with respect to the Common Area.

(e) **Insurance.** The Master Association shall maintain adequate public liability and property insurance with respect to the Common Area.

Section 4. Master Surface Water or Storm Water Management System Maintenance. The Master Association shall be responsible for the maintenance, operation and repair of the Master Surface Water or Storm Water Management System. Maintenance of the Master Surface Water or Storm Water Management System shall mean the exercise of practices which allow the systems to have drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Master Surface Water or Storm Water Management System shall be permitted or, if modified, as approved by the St. Johns River Water Management District. The Master Association shall have a perpetual non-exclusive easement over all areas of the Master Surface Water or Storm Water Management System where access to operate, maintain or repair the system. By this easement, the Master Association shall have the right to enter on any portion

of any Lot which is a part of the Master Surface Water or Storm Water Management System, at a reasonable time and in a reasonable manner to operate, maintain or repair the Master Surface Water or Storm Water Management System as required by the St. Johns River Water Management District permit. Additionally, the Master Association shall have a perpetual non-exclusive easement for drainage over the entire Master Surface Water or Storm Water Management System. No person shall alter the drainage flow of the Master Surface Water or Storm Water Management System, including buffer areas or swales without the prior written approval of the St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this declaration which relate to the maintenance, operation or repair of the Master Surface Water or Storm Water Management System. Should the Master Association cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Master Surface Water or Storm Water Management System, unless and until an alternate entity assumes responsibility as outlined in the Articles.

Section 5. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot, and each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition. If:

- (a) any Owner refuses or fails to make any repairs, maintenance, or replacements required by Article VII, Section 19, below; and
- (b) as a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or diminishes or impairs the value or marketability of any other Lot, or is visually objectionable to persons lawfully upon the Property; and
- (c) at least seventy-five percent (75%) of the members of the Board find that the Owner was provided reasonable notice of the failure of repair, maintenance or replacement and the Board's consideration thereof, and was given an opportunity to be heard by the Board;

then, upon the occurrence of all of the foregoing, the Association may, but shall not be obligated to, make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article VI, Section 4, below.

Section 6. Access By Association. The Association has a right of entry onto the exterior portions of each Lot to the extent reasonably necessary to discharge its duties of exterior maintenance, if any, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted by this Declaration or by any applicable supplemental declaration or amendment hereto. Such right of entry shall be exercised in a

peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of its Owner or occupant for any purpose, except pursuant to court order or other authority granted by law. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right of exterior maintenance if such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees and contractors.

Section 7. Services. The Master Association may obtain and pay for the services of any person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Master Association or by any person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration, the Articles, the By-Laws, or the rules and regulations of the Master Association.

Section 8. Rules and Regulations. As provided in the Bylaws, the Master Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Property, consistent with the rights and duties established by this Declaration. The Master Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both.

Section 9. Capital Improvements. Except for replacement or repair of items installed by Developer, if any, and except for any personal property related to the Common Area, the Master Association may not authorize capital improvements to the Common Area without the prior approval of Members entitled to cast at least seventy-five percent (75%) of the total votes of the Members which are represented by the Members present and voting in person or by proxy at a meeting duly convened for such purposes as provided in Article V, Section 3, below.

Section 10. Amplification. The provisions of this Declaration may be amplified by the Articles and By-Laws of the Master Association, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any supplemental declaration. The Developer intends that the provisions of this Declaration and any supplemental or amended declaration, on the one hand, and the Articles and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Developer intends that the provisions of this Declaration, or any supplemental or amended declaration, control anything to the contrary in the Articles or By-Laws.

**ARTICLE V
ASSESSMENTS AND LIEN**

Section 1. Assessments Established. For each Lot owned within the Property, Developer covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Master Association:

- (a) An annual assessment, as provided in Section 2 of this Article; and
- (b) Special assessments, as provided in Section 3 of this Article; and
- (c) Specific assessments; as provided in Section 4 of this Article; and
- (d) All excise taxes, if any, that from time to time may be imposed by law upon all or any portion of the assessments established by this Article; and
- (e) Interest and costs of collection of such assessments, including reasonable attorney's fees, as provided in this Declaration.

All of the foregoing are a continuing charge on the land and secured by a continuing lien upon the Lot against which each assessment is made, as provided in Section 7 below. Each such assessment, together with excise taxes, interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the person who was the Owner of such Lot when such assessment fell due. Such personal obligation will not pass to an Owner's successors in title unless assumed expressly in writing.

As an alternative to paying such assessments, the Developer may pay the excess expenses of the Master Association, including reserves, which exceed the amounts collected from assessments against Lots owned by Class A Members.

Section 2. Annual Assessment. The annual assessment must be used exclusively to promote the recreation, health, safety and welfare of the Owners, including (i) the operation, management, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area, including but not limited to the Master Surface Water or Storm Water Management System including, but not limited to, work within retention areas, drainage structures or drainage easements, and the establishment of reserve accounts therefor; and (ii) the cost of labor, equipment, materials, management and supervision of the Common Area; and (iii) all other general activities and expenses of the Master Association.

Section 3. Special Assessments. In addition to the annual assessment, the Master Association may levy a special assessment for the purpose of defraying, in whole or in part, the



cost of any construction, reconstruction, renewal, repair or replacement of a capital improvement upon the Common Area, including but not limited to the pavement and drainage systems within the Common Area, provided such assessment first is approved by seventy-five percent (75%) of the Members present and voting in person or by proxy at a meeting duly convened for such purpose. Any such special assessment may be payable in one or more installments, with or without interest, as seventy-five percent (75%) of the Members so present and voting determine.

Section 4. Specific Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Master Association, including fines, arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible, also may be assessed by the Master Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 5. Amount of Annual Assessment.

(a) Until the close of the first fiscal year following Developer's conveyance of the Common Area to the Master Association, the annual assessment will not exceed Three Hundred Dollars (\$300.00) per Lot, which amount is independent of and does not include any amounts due the applicable governmental authority for fire protection. At least thirty (30) days before the expiration of each fiscal year, the Board will prepare and distribute to each Owner a proposed budget for the Master Association's operations during the next ensuing fiscal year. If such budget requires an annual assessment of 115% or less of the annual assessment then in effect, the assessment so proposed will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If such budget requires an annual assessment that is more than one hundred fifteen percent (115%) of the annual assessment then in effect, then the Board shall call a membership meeting on not less than fifteen (15) days prior notice for the purpose of approving such increase. A majority of the votes of those Members present and voting is sufficient for such approval, and the assessment approved will take effect at the commencement of the next ensuing fiscal year without further notice to any Owner. If the proposed assessment is disapproved, a majority of the votes will determine the annual assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated in the meeting notice. Each annual assessment may be payable in such number of installments, with or without interest, as the Board determines. In the absence of any action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the annual assessment then in effect automatically will continue for the ensuing year.

Section 6. Commencement. The assessments provided by this Article will commence as to all Lots on the first day of the first month following Developer's first conveyance of title to any Lot(s) to a Builder and will be prorated on the basis of the number of months then remaining in the Master Association's fiscal year.

Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Master Association. Such lien is subject and inferior to the lien for all sums secured by any first priority lien Mortgage encumbering such Lot; but all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Master Association's lien and its priority. The Master Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Master Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Master Association's lien, or its priority. No Owner may waive or escape liability for the Master Association's assessments by non-use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Master Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Master Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Master Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 10. Exempt Lots. Any and all Lots from time to time owned by the Master Association will be exempt from the assessments established by this Article during the period of such ownership. The Master Association may not own or otherwise acquire Lots except (i) pursuant to foreclosure of the Master Association's lien, or (ii) one Lot for use as a residence by any resident manager for the Property who is employed by the Master Association or Master Association's manager.

Section 11. Lien Subordination. The Master Association's lien established by the Declaration is subordinate to the lien of any first priority lien Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any first priority lien Mortgage, or any proceeding in lieu thereof, extinguishes the Master Association's lien as to payments that became due prior to such sale or transfer, without prejudice, however, to the Master Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article and, upon such payment, such encumbrancer will be subrogated to all rights of the Master Association with respect to such lien, including priority.

Section 12. Homesteads. By acceptance of a deed thereto, each Owner of each Lot is deemed to acknowledge conclusively that (i) the assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Master Association's lien for such assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

Section 13. Fines and Suspensions. In addition to all other remedies, in the sole discretion of the Board, (i) a fine or fines may be levied against an Owner for failure of the Owner, his family members, guests, invitees, tenants or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to this Declaration; or (ii) the rights of an Owner or an Owner's family members, guests, invitees, tenants or employees, to use the Common Areas and facilities may be suspended for a reasonable period of time, provided the following procedures are adhered to:

(a) Notice. The Master Association shall notify the Owner in writing delivered by hand or by regular United States Mail of the infraction or infractions. Included in the notice shall be the date and time of the next Board meeting at which time the Owner may present reasons why fine(s) or suspension(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given to the Owner. Notice shall be deemed to have been given when hand delivered or three (3) days after mailing.

(b) Hearing. The alleged noncompliance shall be presented to at the meeting or special meeting of the Board to a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, or sibling of an officer, director or employee of the Master Association. At the same meeting, the Owner sought to be fined or suspended may present reasons why the proposed fine or suspension should not be levied or imposed. If the committee does not approve, by a majority vote, a proposed fine or suspension of Common



Area use rights, it may not be levied or imposed. The decision of the committee shall be submitted to the Owner in writing not later than twenty-one (21) days after the meeting of the Board. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

(c) Amount of Fines. If approved pursuant to subsection (b) above, the Board may impose fines not to exceed \$100 per violation, against any Owner, his family members, guests, invitees, tenants or employees. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate.

(d) Payment of Fines. Fines shall be paid not later than thirty (30) days after receipt by Owner of a notice of the levy of a fine.

(e) Collection of Fines. Fines shall be treated as a Specific Assessment otherwise due the Master Association and may collected in the same manner as described herein for collection of Specific Assessments.

(f) Application of Fines. All monies received from fines shall be allocated as directed by the Board.

(g) Non-exclusive Remedy. The provision for fines and suspensions in this Article shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Master Association may be otherwise legally entitled.

ARTICLE VI ARCHITECTURAL COMMITTEE

Section 1. Authority. No Dwellings, building, parking cover, shed, Structure, fence, outbuilding, color change, addition, exterior alteration or substantial attachment, or construction or erection of any kind may be erected, placed, reconstructed or permitted to remain on any Lot unless and until approved by the Architectural Committee. Such approval will not be unreasonably withheld for replacements or reconstructions that conform in design, materials, appearance and quality to that of the original work.

Section 2. Design Standards. The Architectural Committee may from time to time, subject to this Declaration and the Master Association documents, adopt, promulgate, amend, revoke, and enforce guidelines, hereinafter referred to as the "Design Standards" for the purposes of:

- (a) governing the form and content of plans and specifications to be submitted to the Architectural Committee for approval pursuant to this Declaration; and
- (b) governing the procedure for such submission of plans and specifications; and
- (c) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any structure or dwelling and all matters that require approval by the Architectural Committee pursuant to this Declaration.

Section 3. Review and Approval of Plans. No Structure shall be commenced, erected or maintained on any Lot, nor shall any exterior addition to or alteration thereof be made until the plans and specifications showing the nature, kind, shape, height, material and location of the same shall have been submitted to the Architectural Committee for written approval (i) as to conformity and harmony of external design and general quality with the existing standards of the neighborhood and with the standards of the Property; and (ii) as to the location of the Structure in relation to surrounding structures and topography and finished ground elevation; and (iii) as to consistency with the provisions of this Declaration. In the event the Architectural Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted in writing, or in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to completion thereof, approval by the Architectural Committee will not be required. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Architectural Committee. The Architectural Committee may, but shall not be obligated, to require some or all of the following be submitted:

- (a) a site plan showing the location of all proposed and existing structures on the Lot including building setbacks, open space, driveways, and walkways;
- (b) a foundation plan;
- (c) exterior elevations of any proposed Structure and alterations to existing Structures depicting how such Structure will appear after all backfilling and landscaping are completed;
- (d) specifications of materials, color scheme, lighting schemes and other details affecting the exterior appearance of any proposed Structure and alterations to existing Structures; and
- (e) plans for landscaping and grading.

Approval for use in connection with any Lot or Structure of any plans and specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot or Structure and such approval may not be reviewed or rescinded thereafter, provided that there has been adherence to, and compliance with such plans and specifications, as approved, and any conditions attached to any such approval.

Notwithstanding anything to the contrary, the Architectural Committee may request changes in any plans or Structures that are completed or being built if required by law and neither the Developer nor the Architectural Committee shall be liable for damages.

In regards to any plans and specifications approved by the Architectural Committee neither Developer, nor any member of the Architectural Committee, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any structural defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any law. Further, neither Developer, nor any member of the Architectural Committee shall be liable in damages to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right of the Architectural Committee provided for in this Declaration. Every Person who submits plans or specifications to any Architectural Committee for approval agrees, by submissions of such plans and specifications, and every Owner of any Lot agrees, that such Person and Owner will not bring any action or suit against Developer, or any member of the Architectural Committee, to recover for any such damage.

Any employee or agent of the Architectural Committee may, after reasonable notice, at any reasonable time, enter upon any Lot and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of this Declaration; and neither the Architectural Committee, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 4. Committee Membership. The Architectural Committee membership shall be initially composed of Jeri Ann Heath, Dana A. Bennett, Erik K. Wills, who by majority vote may designate a representative (herein called "Designated Representative") to act for and on behalf of the Architectural Committee and to exercise all powers and perform all duties of the Architectural Committee. However, at such time as Developer owns no portion of the Property or any Lots within the Property, the powers and duties of the Architectural Committee shall



immediately vest in and be assigned to the Master Association, and the Architectural Committee shall thereafter exist as a committee of the Master Association under the control of the Board.

Section 5. Replacement. In the event of the death, inability to serve because of disability, or resignation of any member or members of the Architectural Committee, the remaining member or members thereof shall appoint a successor member or members, and until such successor member or members shall have been so appointed, the remaining member or members shall have full authority to exercise the powers and perform the duties of the Architectural Committee,

Section 6. Standards. In reviewing any particular application, the Architectural Committee must consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Property; and (ii) preserve the value and desirability of the Property as a residential community; and (iii) be consistent with the provisions of this Declaration; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community.

Section 7. Exemption of Developer. The Developer shall be exempt from the foregoing provisions of this Article VI. The Developer shall not be obligated to obtain the approval of the Architectural Committee for any construction or changes in construction or alterations to existing Structures which the Developer may elect to make at any time.

Section 8. Right to Assign Duties to Community Association. In the event that a Community Association is created for any Parcel, the Master Association may, but shall not be obligated to, assign the rights and obligations of the Master Association and the Architectural Committee set forth herein to such Community Association and any architectural review committee established by such Community Association; provided, however, that in the event that thereafter the Master Association believes, in its sole discretion, that such Community Association is not properly carrying out its duties with respect to the matters set forth in this Article VI, the Master Association may assume all such duties of the Community Association.

ARTICLE VII GENERAL USE RESTRICTIONS

Section 1. Use of Lots. Each Lot may be improved and used for residential purposes only and only single family detached homes, approved in accordance with Article VII may be constructed thereon. No trade, business, or profession of any kind, or any activity other than that of single family residence may be conducted on any Lot and no billboards or advertising signs shall be erected or displayed thereon, except for the business of the Developer and the Builders in developing the Property and advertising signs in furtherance thereof. No building or other improvements on a Lot shall be rented or leased separately from the rental or lease of the entire



Lot, and no part of any Dwelling may be used for the purpose of renting rooms or for transient accommodations. No duplex, garage apartment, or apartment house shall be erected, converted, or allowed to remain on any Lot. Notwithstanding the previous sentence, if permitted by the City of Winter Garden ordinances and regulations, a separate but connected living area may be included in the Dwelling, intended for use by related parties.

Section 2. View Obstructions. The Master Association, a Community Association or the Developer shall have the right, but not the obligation, to remove, relocate, or require the removal or relocation of any fence, wall, berm, hedge, shrub, tree or other thing, natural or artificial, placed or located on any Lot if the location of the same will, in the sole and exclusive judgment of the Master Association, a Community Association or the Developer, obstruct the vision of a motorist upon any road within the Property.

Section 3. Dwellings. Only one Dwelling may be constructed on any Lot. The minimum square footage of each Dwelling shall be one thousand two hundred (1,200) square feet of air conditioned living space for a one story Dwelling and one thousand six hundred (1,600) square feet of air conditioned living space for a Dwelling of more than one story, with each Dwelling containing a two car garage of similar architectural style as the main Dwelling unless otherwise approved by Developer.

Section 4. Screening. Except for regular collection and disposal, no receptacles for rubbish, trash, garbage or other waste material or accumulations, or mechanical or other equipment, may be kept, stored erected or permitted anywhere within the Property, except inside the improvements on each Lot, or completely concealed from view by a fence, wall, or landscaping.

Section 5. Temporary Structures. No Structure of a temporary character, trailer, manufactured home, manufactured building, mobile home, tent, shack, garage, barn or other outbuilding or any portion of the same, or any Structure of any kind which extends more than four feet above the surface of the ground and which is detached from the Dwelling, shall be constructed or parked on any Lot at any time, except that a construction shack, security trailer, temporary structure or temporary toilet may be installed on a Lot by the Developer or Builders during construction of a Dwelling, or if such structure is totally screened from view from any location outside the Lot by a fence, wall, or landscaping, or a garage with the capacity for at least two automobiles.

Section 6. Building Restriction Lines. Any Dwelling placed on a Lot shall be in accord with the front yard, side yard and rear yard setback requirements set forth in the City of Winter Garden zoning ordinances and regulations. No variances will be permitted without written permission from the Architectural Committee, in addition to zoning requirements.

Section 7. Vehicular Parking. No motorized wheeled vehicles of any kind and no boats may be kept or parked on any Lot, unless completely inside a garage attached to the main residence or completely screened from view from outside the Lot by fence, wall, or landscaping, except that private automobiles of the Occupants, bearing no commercial signs, may be parked in the driveway or parking area on the Lot, private automobiles of guests of the Occupants may also be parked in such driveway or parking area, and except further that other vehicles may be parked in such driveway or parking area during such times necessary for service or maintenance of the Dwelling or Lot or pickup and delivery service, provided that permission for such parking is granted by the Lot Owner solely for the purpose of such service. No inoperative vehicles shall be parked, repaired or maintained anywhere on the Property. No parking is permitted on the Common Areas, including streets, except in areas specifically designated by the Master Association's Board of Directors for parking.

Section 8. Lot Plates. A plate showing the street number of the Lot shall be placed on each improved Lot, and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such improved Lot. The size, location, design, style, and type of material for each plate shall first be subject to approval by the Architectural Committee.

Section 9. Window Air Conditioners and Fans, Solar Devices. Unless the prior approval of the Architectural Committee has been obtained, no window air conditioning units, window fans, exhaust fans, or solar heating devices shall be installed in any side of a dwelling which faces a street, Common Area, or adjacent property owned by Developer.

Section 10. Construction.

(a) Within eight (8) months after the date of recording the deed from the Developer or Builder, the Owner of any Lot sold without a Dwelling shall commence actual construction of a residence thereon, with said residence to be designed and constructed in accordance with the Declaration.

(b) When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Architectural Committee must be completed in accordance with such plans and specifications within nine (9) months after the start of the first construction upon each Lot unless such completion is rendered impossible as a direct result of strikes, fires, national emergencies, or natural calamities. Prior to completion of construction, the Owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to the Lot line and shall remove the curbing at the edge of the paved portion of the street to the extent necessary for entrance into the driveway and replace same with suitable valley curb or gutter so as to provide for entrance into the driveway and also proper and

continued drainage along the edge of the paved portion of the street. The design and type of material for each such driveway and curb or gutter shall first be approved by the Architectural Committee in writing and the subsurface of the portion of the driveway between the Lot line and the paved portion of the abutting street as well as the replacement curb or gutter shall be installed prior to commencement of any construction and prior to the delivery of construction materials to the Lot. During construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies, shall enter upon such Lot from the street only over the installed replacement curb or gutter and driveway subsurface, and such vehicles shall not be parked at any time on the street or upon any place in the Property other than the Lot on which the construction is proceeding. The Developer and the Builders shall have the right to allow vehicles to park on the street or other Lots during construction.

Section 11. Prohibitions Prior to Construction. No picnic areas and no detached outbuildings or Structures of any kind shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence thereon.

Section 12. Temporary Residence. No trailer, basement, garage, or any outbuilding of any kind shall at any time be used as a residence, either temporarily or permanently.

Section 13. Signs. No signs of any type shall be erected on any Lot or displayed to the public on any Lot except a professional or real estate sign as described below. A professional sign shall contain only the name, address, phone number, and occupation of a resident of the Lot, and shall be no more than one square foot in size. A real estate sign shall contain only the notation "for sale", "for rent", or "for lease", the telephone number, and the name of the agent and/or real estate broker or "by owner", as applicable, and shall not be more than four square feet in area. No other signs may be erected or maintained on any Lot, and no sign may be erected or maintained on any Lot which contains any language, drawing, or any material other than the words noted above. This restriction shall not apply to signs used by the Developer at the entrance of the subdivision to identify and advertise the subdivision as a whole, nor to signs to advertise Lots and/or houses by the Developer or Builders during the construction and development period and provided such signs are approved by the Architectural Committee. All signs permitted by this subsection are subject to the Master Association's rules and regulations and the approval of the Architectural Committee, provided however that these restrictions shall not apply to signs used by Developer or the Builders to advertise the property during the promotion and construction of Dwellings and sale of Lots. The Developer or the Master Association or a Community Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section, and are hereby granted an easement for this purpose.



Section 14. Aerials and Antennas. No exterior radio or television mast, tower, pole, wire, aerial, antenna, dish or appurtenances thereto, nor any other exterior electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any other portion of a Lot, unless approved by the Architectural Committee. The foregoing notwithstanding, an Owner may install or permit to be installed an antenna, aerial, or satellite dish ("Antenna") on a Lot if the size of the Antenna is one meter (39.37 inches) or less in diameter. Any Owner installing an Antenna less than one meter in diameter shall install such Antenna in a place where it is not visible from the street, giving primary consideration to installation on the rear of the house or the back yard of the Lot. Under no circumstances may an Antenna be mounted on a mast such that the mast height exceeds the top of the roof line of the house on the Lot by more than twelve (12) feet. The Architectural Committee may adopt standards for the placement of Antenna. In the event that any applicable law currently enacted or enacted in the future precludes the enforcement of this provision, this provision shall be preempted only to the minimum extent required to comply with such applicable law.

Section 15. Electrical Interference. No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Structure located on a Lot which causes interference with the television or radio reception in any Structures located on other Lots.

Section 16. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that dogs, cats and other customary household pets, limited to not more than two (2) dogs, two (2) cats, and four (4) birds may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately, and all pets shall be properly leashed, caged, or controlled in whatever manner is most practical whether it is located upon or off a Lot, and shall be subject to all applicable local ordinances existing at the time.

The keeping of a dog or other pet on the Property is not a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Master Association or a Community Association upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence on the Property. A dog must be kept on a leash at all times when outside.

Section 17. Nuisances. No illegal, noxious, or offensive activity shall be permitted or carried out on any part of the Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part of the Property, nor upon any lands contiguous thereto. No fires for the burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of the Property, except by the Developer or Builders. No Owner



shall permit any use of his Lot or make any use of the Common Areas or streets upon the Property that will increase the cost of insurance for the Property above the cost when the Property is used for approved purposes, or that will cause any such insurance to be canceled or threatened for cancellation, except with the prior written consent of the Master Association or the Community Association formed for the Parcel on which such Lot is located. No bicycles, tricycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys, or other such items shall be parked or permitted to stand for any period of time on the streets or Common Areas, except in accordance with the Rules and Regulations.

Section 18. Trees and Surface Conditions. No Owner shall plant or place any shrubbery, hedge, tree or other planting on any part of the Property lying outside of the Owner's Lot. No living tree having a diameter greater than six (6) inches, measured at a height of four (4) feet above ground level, may be cut on any of the Property without first obtaining the written consent of the Architectural Committee. No sod, topsoil, or shrubbery shall be removed from the Property, no change in elevations shall be made, and no change in the condition of the soil or the level of the land shall be made which result in any permanent change in the flow and drainage of surface water which is not approved by the Architectural Committee and consistent with the Surface Water or Storm Water Management System approved and on file with the St. Johns River Water Management District.

Section 19. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot. Each Owner is required to sod his lot as appropriate. Each Owner's duty of maintenance includes any easement areas upon such Owner's Lot except Common Areas. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Master Association or the Community Association formed for the Parcel in which such Owner's Lot is located may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder or the Community Association declaration.

Section 20. Rules and Regulations. The Master Association may adopt reasonable rules and regulations concerning the appearance and use of the Property, including both Lots and the Common Area, that may be amended from time to time by the Master Association in the manner provided by the Articles and By-laws, provided, however, that these rules and regulations shall not conflict with the terms, provisions, and conditions of any Conservation Easement(s), if any, granted to the St. Johns River Water Management District or St. Johns River Water Management District permits. The Master Association shall provide copies of the regulations and amendments

thereto to all Owners and residents. The rules and regulations shall be binding on all Owners and residents after such copies are furnished. No Owner, invitee, or person residing within the Property may violate the Master Association's rules and regulations for the use of the Property. All Owners and Occupants and their invitees at all times will do all things reasonably necessary to comply with such rules and regulations. The Master Association may impose reasonable monetary fines and other sanctions for violations of the rules which may be collected by liens and foreclosure as provided herein. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Property except as permitted by the Master Association's rules and regulations, such restriction or prohibition is self-executing until the Master Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rule or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Master Association's books or when posted at a conspicuous place on the Property from time to time designated by the Master Association for such purpose. All rules and regulations may be initially promulgated by the Board, subject to amendment or rescission by the Members entitled to vote a majority of the votes which are represented by the Members present and entitled to vote at any regular or special meeting of Members. The Master Association's procedures for enforcing its rules and regulations shall provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person and through representatives of the Owner's choice.

Section 21. Mining. No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot, and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 22. Activities of Developer and Builders. Notwithstanding any other provision of the Declaration, until the Developer and Builders have completed all subdivision and Parcel improvements and the sale of all Lots, neither the Master Association, any Community Association nor any Owner shall interfere with the completion of sales of the Lots. The Developer and the Builders may make such use of the unsold Lots as may facilitate sales, including maintenance of a sales office, showing of Lots and the display of signs.

Section 23. Fences. Fences shall be permitted only as designated in guidelines adopted by the Architectural Committee. The Architectural Committee created pursuant to Article VI hereof shall adopt uniform standards for the design and placement of fences, which standards shall not be limited to those specified in Section 3 of Article VI, but shall be compatible with the community as a whole. All fences shall comply with City of Winter Garden ordinances and regulations and be subject to review by the Architectural Committee as provided in Article VI.

Section 24. Replacement. In the event a Dwelling is damaged or destroyed by casualty, hazard or other loss, the Owner shall promptly clear the damaged improvements and regrass and

landscape the Lot in a sightly manner, and within twelve (12) months after such incident, the Owner thereof shall complete either repairs or rebuilding of the damaged Dwelling.

Section 25. Utility Lines. All telephone, electric, cable, and other utilities lines and connections between the main or primary utility lines and the Dwelling or other Structure located on a Lot shall be located underground and concealed from view. The Owner of a Lot shall be responsible for all maintenance, operation, safety, repair and replacement of the entire secondary underground utility system from the applicable transformer or supply to the residence and other buildings on the Lot.

Section 26. Mailboxes. No mailbox or newspaper box shall be erected or installed unless approved for design and location by the Architectural Committee.

Section 27. Wells. No wells may be drilled or maintained on any Lot without the prior written approval of the Architectural Committee, which may impose individual conditions on such operation in addition to those imposed by government.

Section 28. Basketball Hoops. No basketball hoops, backboards, or pole structures may be erected in any front yard or on the front side of any Dwelling.

Section 29. Clotheslines. No clotheslines or devices for the air-drying of clothing may be constructed in any location on a Lot which is visible from any street.

Section 30. Window Treatment and Shading. All windows visible from any street shall have white window treatment, whether consisting of curtains, blinds, shades, or other coverings.

Section 31. Swimming Pools. No above ground swimming pools shall be constructed on a Lot. A screen enclosure or fence must be used to enclose in-ground pools. Pool and enclosure construction are subject to prior review and approval by the Architectural Committee pursuant to the terms of Article VI.

Section 32. Surface Water or Storm Water Management System. Each Owner within the Property, at the time of construction of a Dwelling or Structure shall comply with the construction plans for the Surface Water or Storm Water Management System approved and on file with the St. Johns River Water Management District. No Owner of property within the Property may construct or maintain any Dwelling or Structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the approved permit and Recorded Plat of the Property, unless prior approval is received from the St. Johns River Water Management District.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Enforcement. The Master Association, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Master Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Master Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Lot as provided in Article V, Section 4. Failure by the Master Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. Developer also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Property; and, if Developer is the prevailing party in any litigation involving this Declaration, to recover all of Developer's costs and expenses incurred, including reasonable attorneys' fees.

Section 2. Meeting Requirements. Wherever any provision of this Declaration, the Articles, or the By-Laws requires any action to be approved by Members entitled to cast two-thirds (2/3) or more of the votes of the Members at a meeting duly convened for such purpose, written notice of such meeting must be given to all Members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of Members entitled to cast at least thirty percent (30%) of the votes of the Members constitutes a quorum.

Section 3. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Master Association until the Master Association has received written notice thereof

Section 4. Approval of FHA/VA. Notwithstanding anything contained herein to the contrary, any amendment to this Master Declaration, the Articles, or the By-Laws, any annexation of additional property, any merger or consolidation of the Master Association or any dissolution of the Master Association, and any mortgaging, sale or dedication of any Common Area, must be approved by the Federal Housing Administration or the Veterans Administration as long as there is any Class B membership.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full force



and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise would effectuate Developer's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property

Section 6. Amendment. The provisions of this Declaration will run with and bind the Property, and will inure to the benefit of and be enforceable by the Master Association for so long as the Property is used in whole or in part as a residential community, and in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended by the approval of Members entitled to cast not less than two-thirds (2/3) of the votes of the Members (excluding the Developer). No amendment shall be effective which shall impair or prejudice the rights or priorities of the Developer or any institutional Mortgagee without the specific written approval of the Developer or institutional Mortgagee affected thereby. No amendment shall be effective which shall amend or alter any provision relating to any Conservation Easement(s), if any, granted to the St. Johns River Water Management District or the Master Surface Water or Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas without the prior approval of the St. Johns River Water Management District. If necessary to obtain any governmental approval, including approval by the Federal Housing Administration or Veteran's Administration, or to correct a scrivener's error or omission, Developer may amend this Declaration within the first year after its recording.

Section 7. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, the Developer and/or the Master Association, whichever is in control of the particular portion of the Property at the time, may grant easements for de minimis unintentional encroachments.

Section 8. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Property" include both any portion applicable to the context and any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon; and use of the words "must", "will" and "should" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a residential community by providing a common plan for their development and enjoyment.

Section 9. Annexation. The Developer may, subject to compliance with Section 4 above, add contiguous lands to the Property described in Exhibit "A" attached hereto by the filing of a supplemental declaration declaring such annexed lands to be subject to the provisions hereof,

with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a supplemental declaration, the Lots and lands annexed thereby shall become subject to this Declaration, to the assessment provisions hereof, and to the jurisdiction of the Architectural Committee and the Master Association. For purposes of Article IV, Section 2, the Lots in the annexed lands shall be considered to have been part of the Property since the filing of this Declaration.

Section 10. Declaration Not Allowing Violation of City Code. No portion of this Declaration shall endorse, allow, or sanction the violation of any code or ordinance of the City of Winter Garden or any statute or law.

Section 11. Right of City of Winter Garden to Maintain. The City of Winter Garden has the right, but not the obligation, to access, maintain, repair, replace and/or otherwise care for or cause to be cared for any and all private easements, Common Area and/or rights of way, and improvements thereon, depicted on the plat of any Parcel as recorded in the Public Records of Orange County, Florida. In the event said private easements, Common Areas and/or rights of way, and improvements are not maintained or such become a nuisance or in the event the City of Winter Garden exercises the aforementioned right, the Master Association (or, if a Community Association has been formed for the Parcel in which said private easements, Common Area, and/or rights of way, and improvements in question are located, the Community Association and not the Master Association), and each of the Lot Owners in the Property (or, if a Community Association has been formed for the Parcel in which said private easements, Common Area, and/or rights of way, and improvements in question are located, then just each of the Lot Owners in such Parcel) are hereby ultimately responsible for payment of the cost of maintenance, repair, replacement and care provided by the City of Winter Garden or its agents, plus administrative costs and attorneys fees incurred by or for the City of Winter Garden. Said costs shall be a lien and/or assessment on all Lots within the Property and on all the Master Association's property (or, if a Community Association has been formed for the Parcel in which said private easements, Common Area, and/or rights of way, and improvements in question are located, then on all Lots in such Parcel and on such Community Association's property) and may be enforced by foreclosure proceedings and/or other remedies. This right and the City's exercise of said right shall not impose any obligation on the City to maintain, repair, replace, and/or otherwise care for said private easements, Common Area and/or rights of way, and improvements contained therein. In the event that Master Association is dissolved, in bankruptcy, or otherwise unable to fulfill its obligations as provided in this Declaration, the individual Lot Owners within the Property (or if the private easements, Common Area and/or rights or way, and improvements are located in a Parcel for which a Community Association is formed, and the Community Association is dissolved, in bankruptcy, or otherwise unable to fulfill its obligations in the Declaration for such Community Association, then the individual Lot Owners with such Parcel) shall be liable for the costs for the maintenance, upkeep, repair and/or replacement of any and all private easements,

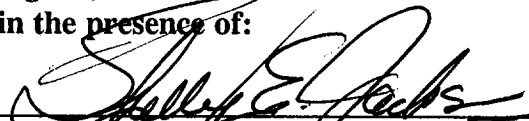
Common Area, rights of way and/or improvements in the event the City of Winter Garden provides such services.

Section 12. Provision Regarding Reclaimed Water. The Property is located within the City of Winter Garden Reuse Service Area. As such, Lot Owners, pursuant to City of Winter Garden Ordinance 01-52, shall be required to connect or cause to be connected with the reclaimed water distribution system and be subject to connection charges and service fees.

IN WITNESS WHEREOF, Developer has executed this Declaration the date stated above.

Signed, sealed and delivered
in the presence of:

M/I SCHOTTENSTEIN HOMES, INC.,
an Ohio corporation


Printed Name: Shelley E. Jacobs

By: 
Dana A. Bennett
Orlando Division President

Printed Name: David A Sellars

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 3rd day of May, 2002, by Dana A. Bennett, as Orlando Division President of M/I SCHOTTENSTEIN HOMES, INC., an Ohio corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.



Notary Public
Print Name: Jeri Ann Heath
My Commission Expires:



EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

FIRST TAKEDOWN PARCEL

A portion of land lying in Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence run N 00°40'03" W, along the west line thereof, a distance of 673.59 feet to the northwest corner of the South 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 35; thence run North 89°37'50" East, along the north line thereof, a distance of 1,675.31 feet to a point on a non tangent curve, concave northwesterly, having a radius of 1,190.00 feet and a central angle of 13°02'45"; thence on a chord bearing of S 30°56'12" W, run 270.95 feet along the arc of said curve to the point of tangency thereof; thence run S 37°27'35" W, a distance of 719.95 feet; thence run S 80°17'48" E, a distance of 306.85 feet; thence run S 44°46'21" E, a distance of 124.59 feet; thence run S 29°19'19" E, a distance of 151.57 feet; thence run S 32°07'15" E, a distance of 174.44 feet; thence run S 28°26'37" W, a distance of 184.93 feet; thence run S 69°45'12" W, a distance of 159.72 feet; thence run N 77°26'13" W, a distance of 211.24 feet; thence run N 52°23'59" W, a distance of 439.62 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 1335.00 feet and a central angle of 30°46'05"; thence on a chord bearing of S 14°59'47" W, run 716.90 feet along the arc of said curve to the point of tangency thereof; thence run S 00°23'16" E, a distance of 202.90 feet to a point on the south line of the Northeast 1/4 of the Southwest 1/4 of said Section 35; thence run South 89°37'57" West, along the south line thereof, a distance of 638.45 feet to the southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 35; thence run North 01°30'08" West, along the west line thereof, a distance of 333.61 feet to the southeast corner of the North 3/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 35; thence run South 89°36'46" West, along the south line thereof, a distance of 1,316.20 feet to a point on the easterly right-of-way line of County Road No. 535; thence run along said easterly right-of-way line the following three (3) courses and distances; run North 02°12'01" West, a distance of 55.57 feet to a point of curvature of a curve, concave easterly, having a radius of 870.00 feet and a central angle of 38°17'12"; thence run northerly along the arc of said curve, a distance of 581.36 feet to the point of tangency thereof; thence run North 36°05'11" East, a distance of 496.87 feet to a point on the south line of the Northwest 1/4 of said Section 35; thence run North 89°33'16" East, along said south line, a distance of 833.15 feet to the **POINT OF BEGINNING**.

Containing 80.74 acres, more or less.



AND

SECOND TAKEDOWN PARCELS

Parcel "A"

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run N 89°54'53" E, along the north line of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 1344.46 feet to the northeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run S 00°39'40" E, along the east line of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 89.79 feet; thence run N 87°17'11" W, a distance of 25.37 feet; thence run N 87°17'11" W, a distance of 26.63 feet; thence run N 74°24'35" W, a distance of 93.36 feet; thence run S 25°05'41" W, a distance of 47.36 feet; thence run S 28°33'26" W, a distance of 46.20 feet; thence run S 31°08'35" W, a distance of 57.58 feet; thence run S 15°09'06" W, a distance of 40.26 feet; thence run S 01°32'32" W, a distance of 55.02 feet; thence run S 05°11'35" E, a distance of 47.01 feet; thence run S 01°08'37" W, a distance of 50.19 feet; thence run S 85°41'15" E, a distance of 54.46 feet; thence run N 81°23'19" E, a distance of 103.76 feet; thence run N 70°42'57" E, a distance of 50.02 feet; thence run N 19°44'57" E, a distance of 37.26 feet; thence run N 00°35'57" E, a distance of 43.07 feet; thence run N 29°35'35" E, a distance of 15.09 feet to a point on the aforesaid east line of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run S 00°39'40" E, along the east line of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 811.54 feet; thence run S 76°09'35" W, a distance of 500.76 feet; thence run S 78°33'23" W, a distance of 200.00 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 25.00 feet and a central angle of 92°40'24"; thence on a chord bearing of N 57°46'49" W, run 40.44 feet along the arc of said curve to the point of tangency thereof; thence run S 75°52'59" W, a distance of 80.09 feet to a point of curvature of a curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 87°09'58"; thence run southwesterly, along the arc of said curve, a distance of 38.03 feet to the point of reverse curvature with a curve, concave northwesterly, having a radius of 1310.00 feet and a central angle of 48°44'34"; thence run southwesterly, along the arc of said curve, a distance of 1114.45 feet to the point of tangency thereof; thence run S 37°27'35" W, a distance of 656.79 feet; thence run N 80°17'48" W, a distance of 135.60 feet; thence run N 37°27'35" E, a distance of 719.95 feet to a point of curvature of a curve, concave westerly, having a radius of 1190.00 feet and a central angle of 74°55'10"; thence run northerly, along the arc of said curve, a distance of 1556.03 feet to the point of tangency thereof; thence run N 37°27'35" W, a distance of 13.11 feet to a point of curvature of a

curve, concave northeasterly, having a radius of 1260.00 feet and a central angle of 18°51'04"; thence run northwesterly, along the arc of said curve, a distance of 414.56 feet to a point on the west line of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run N 00°48'20" W, along the west line of the Northwest 1/4 of the Northeast 1/4 of said Section 35, a distance of 422.89 feet to the **POINT OF BEGINNING**..

Containing 36.51 acres, more or less.

AND

Parcel "B"

A portion of Section 35, Township 22 South, Range 27 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 35; thence run S 89°37'57" W, along the south line of the Northeast 1/4 of the Southwest 1/4 of said Section 35, a distance of 703.72 feet; thence run N 00°23'16" W, a distance of 202.90 feet to a point of curvature of a curve, concave southeasterly, having a radius of 1335.00 feet and a central angle of 30°46'05"; thence run northeasterly, along the arc of said curve, a distance of 716.90 feet to a point; thence run S 52°23'59" E, a distance of 439.62 feet; thence run S 77°26'13" E, a distance of 211.24 feet; thence run N 69°45'12" E, a distance of 124.18 feet; thence run N 89°36'04" E, a distance of 776.70 feet; thence run S 00°23'56" E, a distance of 610.32 feet to a point on the south line of the North 1/2 of the Southeast 1/4 of said Section 35; thence run S 89°36'04" W, along the south line of the North 1/2 of the Southeast 1/4 of said Section 35, a distance of 930.17 feet to the **POINT OF BEGINNING**.

Containing 24.10 acres, more or less.

Exhibit "B"

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FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

**ARTICLES OF INCORPORATION
OF
STONE CREST MASTER ASSOCIATION, INC.**

A Florida Corporation Not For Profit

The undersigned incorporator, a resident of the State of Florida and of full age, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.



DR Bk 6555 Pg 1419
Orange Co FL 2002-0315176

**ARTICLE I
NAME**

The name of this corporation is **STONE CREST MASTER ASSOCIATION, INC.**, a Florida corporation not for profit, (hereinafter called the "Master Association").

**ARTICLE II
OFFICE AND REGISTERED AGENT**

This Master Association's principal office is **237 Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714**, and its registered agent is **Randolph J. Rush**, whose address is **250 Park Avenue South, 5th Floor, Winter Park, Florida 32789**. Both this Master Association's principal office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III
PURPOSE**

This Master Association does not contemplate pecuniary gain or profit to its Members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of all Common Area and other Lots within that certain tract of property (hereinafter called the "Property") in Orange County, Florida and described in that certain

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Master Declaration of Covenants, Conditions, and Restrictions for Stone Crest (the Master "Declaration") to be recorded in the Public Records of Orange County, Florida and any other property brought within the jurisdiction of the Master Association pursuant to the Master Declaration.

**ARTICLE IV
POWERS**


OR Bk 6555 Pg 1420
Orange Co FL 2002-0315176

Without limitation this Master Association is empowered to:

- (a) Master Declaration. Exercise all rights, powers, privileges and perform all duties, of this Master Association set forth in the Master Declaration and as the same may be amended from time to time as therein provided, said Master Declaration being incorporated herein as if set forth in full.
- (b) Property. In any lawful manner, acquire, own, hold, improve, manage, operate, maintain, repair, replace, operate, convey, sell, lease, transfer, assign, and otherwise dispose of property of any nature whatsoever, real, personal, or mixed, tangible or intangible, in connection with the Master Association's affairs, subject to any limitations set forth in the Master Declaration and the By-Laws of the Master Association.
- (c) Assessments. Fix, levy, collect, and enforce by any lawful means all charges or assessments established by, or pursuant to, the Master Declaration; and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder and under the Master Declaration.
- (d) Costs. Pay all costs, expenses, and obligations lawfully incurred in connection with the Master Association's affairs including, without limitation, all licenses, taxes, or other governmental charges levied or imposed against the Master Association's property.

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(e) Borrowing. Borrow money and, with the approval of Members entitled to cast not less than two-thirds (2/3) of the total votes of the Members, mortgage, pledge, deed in trust, hypothecate, assign, grant security interests in, or otherwise transfer any or all of its property as security for money borrowed, debts incurred, or any of its other obligations.

(f) Dedications. With the approval of Members entitled to cast not less than seventy-five percent (75%) of the total votes of the Members, dedicate, sell or transfer all or any part of its property to any public agency, authority, or utility for such purposes, and subject to such conditions, as such Members entitled to cast not less than seventy-five percent (75%) of the total votes of the Members determine.

(g) Mergers. With the approval of Members entitled to cast not less than two-thirds (2/3) of the total votes of the Members, participate in mergers and consolidations with other non-profit corporations organized for similar purposes.

(h) Rules. From time to time adopt, alter, amend, rescind, and enforce reasonable rules and regulations governing the use of the Lots, Common Area, and any Master Association property consistent with the rights and duties established by the Master Declaration and these Articles.

(i) General. Have and exercise all common law rights, powers, and privileges and those that a corporation not for profit may now or hereafter have or exercise under the laws of the State of Florida, together with all other rights, powers, and privileges reasonably to be implied from the existence of any right, power, or privilege so granted, or granted by the Master Declaration or these Articles, or reasonably necessary to effectuate the exercise of any right, power, or privilege so granted.



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(j) Enforcement. To enforce by legal means the obligations of the Members of the Master Association, the provisions of the Master Declaration, and the provisions of a dedication or conveyance of the Master Association property to the Master Association with respect to the use and maintenance thereof.

(k) Drainage System. Operate, maintain and manage the Surface Water or Storm Water Management System in a manner consistent with the St. Johns River Water Management District permit issued to the Master Association and the District's applicable requirements and rules, and the Master Association shall assist in the enforcement of the Master Declaration which relate to the Surface Water or Storm Water Management System. The Master Association shall levy and collect adequate assessments against members of the Master Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System.

ARTICLE V MEMBERSHIP

Each Community Association, as defined in the Master Declaration, created by the Developer (or by any Builder or other party approved by the Developer) with respect to any Parcel shall automatically become a Member of the Master Association upon the incorporation of the Community Association with the Secretary of State of the State of Florida. Said membership shall be mandatory and may not be terminated by the Master Association. Developer shall be considered a Member from and after the date of recordation of the Master Declaration in the Public Records of Orange County, Florida. Developer, by including additional property subject to the Master Declaration by amendment, may cause additional membership in the Master Association, and may designate the ownership basis of such

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additional membership. In addition to the Community Associations and the Developer, the Builder on any Parcel within the Property shall be deemed to be a Member of the Master Association upon acquisition of title to any Parcel or portion thereof and until such time as a Community Association is created for that Parcel in accordance with the terms of the Master Declaration.

**ARTICLE VI
VOTING RIGHTS**

The Master Association shall have the number of classes of voting membership, and the voting rights of each Class of membership shall be, as set forth in the Master Declaration.

**ARTICLE VII
BOARD OF DIRECTORS**

Section 1. This Association's affairs are managed by a Board of Directors initially composed of three (3) Directors. The number of Directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number of three (3) or more but not to exceed five (5). The initial Directors named below shall serve until this Association's first annual meeting. The term of office for all Directors is one year. Directors need not be Master Association Members.

Section 2. The names and addresses of the persons who will serve as Directors until their successors have been duly elected and qualify, unless they sooner die, resign, or are removed, are:

Dana A. Bennett
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

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(H02000119917 1)

Eric K. Wills
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

Jeri Ann Heath
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

**ARTICLE VIII
INCORPORATOR**

The name and address of the incorporator is:

Dana A. Bennett
237 S. Westmonte Drive, Suite 111
Altamonte Springs, FL 32714

**ARTICLE IX
DISSOLUTION**

This Master Association may be dissolved in the manner from time to time provided by the laws of the State of Florida and with the assent given in writing and signed by Members entitled to cast no less than two-thirds (2/3) of the total votes of the Members. Upon dissolution of the Master Association in any manner other than incident to a merger or consolidation, all of the Master Association's assets must be dedicated to an appropriate public agency to be used for purposes similar to those for which the Master Association was created. If dedication is refused, such assets must be granted, conveyed, and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to such similar purposes. In no event, however may any assets inure to the benefit of any Member or other private individual. In the event of termination, dissolution or final liquidation of the Master Association, the responsibility for the operation and maintenance of the Surface Water or Storm Water Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C.,

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and approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE X
DURATION**

The Master Association exists perpetually and shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida.

**ARTICLE XI
BY-LAWS**

The Master Association's By-Laws initially will be adopted by the Board of Directors. Thereafter, the By-Laws may be altered, amended, or rescinded with the approval of Members entitled to cast not less than seventy-five percent (75%) of the total votes of the Members, except as to those provisions for amendment to the By-Laws which are provided in the Master Declaration or any Supplemental Master Declaration in which case those provisions shall control such amendments.

**ARTICLE XII
AMENDMENTS**

Amendments to these Articles may be proposed and adopted in the manner from time to time provided by the laws of the State of Florida, provided that each such amendment must have the approval in writing of two-thirds (2/3) of all Members, except as to those provisions for amendment to the Articles which are provided in the Master Declaration or any Supplemental Master Declaration in which case those provisions shall control such amendments, provided that any amendment to any provision related to the Surface Water or Stormwater Management System or Conservation Easement(s), if any, must have the prior written approval of the St. Johns River Water Management District.

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**ARTICLE XIII
INTERPRETATION**

Express reference is made to the Master Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Master Declaration have the same meaning where used in these Articles. By subscribing and filing these Articles, the incorporator intends its provisions to be consistent with the provisions of the Master Declaration and to be interpreted, construed, and applied with those of the Master Declaration to avoid inconsistencies or conflicting results.

**ARTICLE XIV
FHA/VA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution, and amendment of these Articles.

**ARTICLE XV
INDEMNIFICATION**

The Master Association shall indemnify any person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a member of the Board, employee, officer or agent of the Master Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Master Association; and

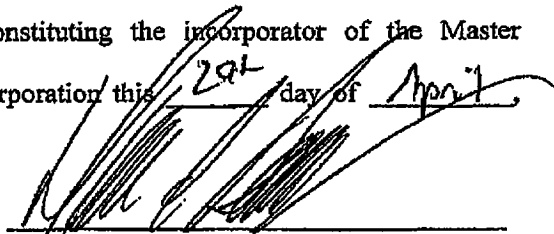
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with respect to any criminal action or proceeding, if such person had no reasonable cause to believe his conduct was unlawful. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida or otherwise.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of the Master Association, have executed these Articles of Incorporation this 29th day of April, 2002.

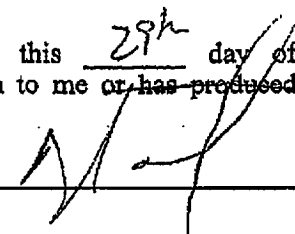


DANA A. BENNETT

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29th day of April, 2002, by Dana A. Bennett. He is personally known to me ~~or has produced~~ as identification.



Notary Public
Print Name: _____
My Commission No.: _____
My Commission Expires: _____



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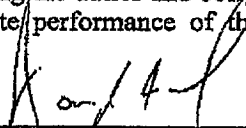


CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED.

STONE CREST MASTER ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 237 S. Westmonte Drive, Suite 111, Altamonte Springs, FL 32714, has named Randolph J. Rush, whose address is 250 Park Avenue South, 5th Floor, Winter Park, Florida 32789, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, the undersigned hereby agrees to act in this capacity, and further agrees to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, relative to the proper and complete performance of the undersigned's duties.



Randolph J. Rush
Date: 4/29/02

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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**BY-LAWS
OF
STONE CREST MASTER ASSOCIATION, INC.**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Stone Crest Master Association, Inc., (the "Master Association"). The principal office of the corporation shall be located at 237 S. Westmonte Drive, Suite 111, Altamonte Springs, FL 32714, or at such other place as is designated by the Board of Directors of the Master Association (the "Board"), but meetings of Members and Directors may be held at such places within or without the State of Florida as may be designated by the Board.

**ARTICLE II
DEFINITIONS**

The definitions as set out in the Master Declaration of Covenants, Conditions and Restrictions for Stone Crest (the "Master Declaration") are hereby incorporated by reference.

**ARTICLE III
MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Master Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of seven o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.



Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to cast at least one-fourth (1/4) of the total votes of the Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited proxies entitled to cast, at least thirty percent (30%) of the total votes of the Members shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of Stone Crest Master Association, Inc. (the "Articles"), the Master Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, Articles or Master Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Membership and Voting Rights. As for each Parcel for which a Community Association has been formed, the President of each Community Association shall be the representative to act on behalf of such Community Association at all meetings of the



Members of the Master Association. The officers of each Community Association shall be designated by a certificate signed by the Secretary of such Community Association, and filed with the Secretary of the Master Association prior to the time all proxies are due. The President of a Community Association, in the absence of a revocation of same, shall be deemed to be the person entitled to cast the votes of such Community Association at any meeting of the Members of the Master Association. In the event the President of a Community Association does not appear in person or by proxy at any meeting of the Members of the Master Association, the votes of the Community Association may be cast at the meeting by the Vice President, Secretary or Treasurer of the Community Association, in that order. The Community Association shall have the number of votes as set forth in the Master Declaration.

If a Community Association has not been created for a Parcel which has been conveyed by the Developer to a Builder, then the person designated by the Builder shall be the representative to act on behalf of such Builder at all meetings of the Members of the Master Association. The representative of the Builder shall be designated by a certificate signed by an authorized officer of the Builder, and filed with the Secretary of the Master Association prior to the time all proxies are due. Such representative of the Builder, in the absence of a revocation by the Builder of such person's designation, shall be deemed to be the person entitled to cast the votes of such Builder at any meeting of the Members of the Master Association. Each Builder shall have the number of votes as set forth in the Master Declaration.

For all portions of the Property which the Developer has not conveyed to a Builder or for which no Community Association has not been formed, the person designated by the Developer shall be the representative to act on behalf of the Developer at all meetings of the Members of the Master Association. The representative of the Developer shall be designated by a certificate



signed by an authorized officer of the Developer, and filed with the Secretary of the Master Association prior to the time all proxies are due. Such representative of the Developer, in the absence of a revocation by the Developer of such person's designation, shall be deemed to be the person entitled to cast the votes of the Developer at any meeting of the Members of the Master Association. The Developer shall have the number of votes as set forth in the Master Declaration.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the Secretary. To be valid, a proxy must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. Every proxy shall be effective only for the specific meeting for which originally given, as the meeting may be lawfully adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles or By-Laws or for any matter that requires or permits a vote of the Members.

ARTICLE IV TERM AND REMOVAL OF DIRECTORS

Section 1. Number. The affairs of the Master Association shall be managed by an initial Board of three (3) directors so long as there is a Class B membership. Thereafter the Board shall consist of at least three (3) directors, but at all times it must be an odd number of three (3) or more but not to exceed five (5).



Section 2. Term of Office. The term of office for all directors is one (1) year. The initial directors of the Master Association set forth in the Articles shall hold office until the first annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Master Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Master Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

**ARTICLE V
ELECTION OF DIRECTORS**

Section 1. Election. Election to the Board shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Master Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 2. Vacancies. Vacancies during the term of a director shall be filled by majority vote of the remaining directors, even if less than a quorum. If there are no members of the Board in office, then a special election shall be held to elect members of the Board to fill the vacancies.

Section 3. No Use of Proxy. For election of members of the Board, Members of the Master Association shall vote in person at a meeting of the Members or by a ballot that the Members personally cast.

**ARTICLE VI
MEETINGS OF DIRECTORS**

Section 1. Meetings. Meetings of the Board shall be on a regular basis at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board shall be held when called by any two directors, after not less than twenty-four hour notice to each director, or when called by Members entitled to cast at least twenty percent (20%) of the total votes of the Members. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called. Business conducted at any such special meeting is limited to the purposes described in the notice of the meeting.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board; such consent shall be placed in the minute book of the Master Association with the minutes of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

Section 5. Notice to Members. Meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending



litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of meetings shall either (i) be posted in a conspicuous place on the Master Association property at least 48 hours in advance, except in an emergency, or (ii) be mailed to each of the Members at the address of each Members as shown on the records of the Association at least seven (7) days in advance. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

**ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Association, by and through its Board, shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the Common Areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association, as provided for in the Master Declaration. Such rights may also be suspended after notice and hearing in accordance with the terms of the Master Declaration;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to this Master Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Master Declaration;
- (d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Master Association, by and through its Board, to:

- (a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by Members entitled to cast at least one-fourth (1/4) of the total votes of the Members, at least ten (10) days prior to the annual meeting or special meeting;
- (b) maintain the official records of the Master Association within the State of Florida open for inspection and available for photocopying by the Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access;
- (c) supervise all officers, agents and employees of the Master Association, and to see that their duties are properly performed;
- (d) as more fully provided in the Master Declaration, to:
 - (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (3) at the discretion of the Board, foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same; and

- (4) collect at first closing on the Lot the balance of the assessment owing for the remaining portion of the year.
- (e) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance on property owned by the Master Association;
- (g) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (h) cause the Common Area to be maintained;
- (i) establish prior to the beginning of the fiscal year and prior to setting the assessments for the coming year, an annual budget for the Master Association, including maintenance of Common Area and establish reserve accounts for replacement of those parts of the Common Area which have a limited useful life span.

**ARTICLE VIII
OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of the Master Association shall be a President and Vice-President, who shall at all times be members of the Board, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.



Section 3. Term. The officers of the Master Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

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

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

President

(a) The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all checks and promissory notes. The foregoing

notwithstanding, the Board may delegate the authority to sign checks of the Master Association to a property management company retained by the Master Association.

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing Members of the Master Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Master Association; keep proper books of account; cause an annual audit of the Master Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The foregoing notwithstanding, the Board may delegate the authority to sign checks of



the Master Association to a property management company retained by the Master Association.

ARTICLE IX COMMITTEES

The Master Association shall appoint an Architectural Control Committee, as provided in the Master Declaration. In addition, the Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X BOOKS AND RECORDS

Section 1. Inspection and Copying. The official records of the Master Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This requirement may be satisfied by having a copy of the official records available for inspection or copying in the Property. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the Articles, By-Laws and Master Declaration to ensure their availability to Members and prospective Members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

Section 2. Official Records. The Master Association shall maintain each of the following items, when applicable, which constitute the official records of the Master Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Area or other property that the Master Association is obligated to maintain, repair or replace.
- (b) A copy of these By-Laws and each amendment to the By-Laws.
- (c) A copy of the Articles and each amendment thereto.
- (d) A copy of the Master Declaration and a copy of each amendment thereto.
- (e) A copy of the current rules and regulations of the Master Association.
- (f) A book or books that contain the minutes of all meetings of the Board and of Members, which minutes shall be retained for a period of not less than seven (7) years.
- (g) A current roster of all Members and their mailing addresses and parcel identifications.
- (h) All insurance policies of the Master Association or a copy thereof for a period of not less than seven (7) years.
- (i) A current copy of all contracts to which the Master Association is a party, including, without limitation, any management agreement, lease, or other contract which the Master Association has any obligation or responsibility. Bids received by the Master Association for work to be performed shall also be considered official records and must be kept for a period of one (1) year.



(j) The financial and accounting records for the Master Association kept according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records must include:

- (1) Accurate, itemized and detailed records of all receipts and expenditures.
- (2) A current account and a periodic statement of the account for each Member of the Master Association, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
- (3) All tax returns, financial statements, and financial reports of the Master Association.
- (4) Any other records that identify, measure, record, or communicate financial information of the Master Association.

ARTICLE XI ASSESSMENTS

As more fully provided in the Master Declaration each Member is obligated to pay to the Master Association all assessments as listed in the Master Declaration, which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest at the maximum rate allowable by law and the Master Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or



otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Master Association shall have a seal in circular form having within its circumference the words: STONE CREST MASTER ASSOCIATION, INC. and within the center the word "Florida".

**ARTICLE XIII
AMENDMENTS**

Section 1. Amendments. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of Members entitled to cast at least two-thirds (2/3) of the total votes of the Members, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

Section 2. Precedence. In the case of any conflict between the Articles and these By-Laws, the Articles shall control; and in the case of any conflict between the Master Declaration and these By-Laws, the Master Declaration shall control.

**ARTICLE XIV
MISCELLANEOUS**

The fiscal year of the Master Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.



**ARTICLE XV
RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE**

All Common Area shall be available to Members and their invited guests for the use intended for such Common Area. The entity or entities responsible for the operation of the Common Area may adopt reasonable rules and regulations pertaining to the use of such Common Area. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Area.



**STONE CREST MASTER ASSOCIATION, INC.
CERTIFICATION**

We, the undersigned, do hereby certify:

That I, Jeri Ann Heath, am the duly elected and acting secretary of the STONE CREST MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, and,

That we, Dana A. Bennett, Eric Wills, and Jeri Ann Heath are duly elected Directors of the STONE CREST HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, (the "Master Association") and,

That the foregoing By-Laws constitute the original By-Laws of said Master Association, as duly adopted by written consent of the Board thereof, effective as of the _____ day of _____, 2002.

IN WITNESS WHEREOF, we, being all of the directors of the STONE CREST MASTER ASSOCIATION, INC. have hereunto set our hands this _____ day of _____, 2002.

By: _____
Printed Name: Jeri Ann Heath
As: SECRETARY

By: _____
Printed Name: Dana A. Bennett
As: DIRECTOR

By: _____
Printed Name: Eric Wills
As: DIRECTOR

By: _____
Printed Name: Jeri Ann Heath
As: DIRECTOR