

Prepared by:
Christopher J. Shields, Esq.,
1833 Hedy Street,
Ft. Myers, FL.

33901

402.00

INSTR # 4735531
OR BK 03178 PG 0965

RECORDED 10/14/99 08:55 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 402.00
DEPUTY CLERK M Robinson

**DECLARATION OF COVENANTS
CONDITIONS AND RESTRICTIONS
FOR
HERITAGE COVE**

THIS DECLARATION is made this 14th day of October, 1999,
by U.S. Home Corporation, a Delaware corporation authorized
to do business in the State of Florida, hereinafter called the
"Declarant," for itself and its successors, grantees, and assigns.

PREMISES:

WHEREAS Declarant owns certain real property located in Lee County, Florida, and intends to create thereon a residential planned development of single-family homes, multi-family structures and related recreational and other common facilities and amenities, to be known as Heritage Cove.

WHEREAS the real property which is intended to be developed as Heritage Cove (the "Lands") is described in Exhibit "A" to this Declaration, as it may be amended from time to time; and

WHEREAS to preserve, protect and enhance the values of the property and amenities in the Community, and the general health, safety and welfare of the residents, Declarant deems it desirable to subject the Community to certain protective covenants, conditions, and restrictions; and

WHEREAS to provide a means for meeting the purposes and intents herein set forth, Heritage Cove Community Association, Inc., a Florida corporation not for profit (hereinafter the "Association") has been incorporated; and

WHEREAS Declarant shall, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within or without the Community by deed, easement, or otherwise to the Association (which must accept the same) for the purpose of maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of the members and their families, tenants and guests;

NOW THEREFORE the Declarant, and any other person owning an interest in the subject property who consents to or joins in the making of this Declaration, hereby declares that the Lands described in Exhibit "A" hereto, as it may be amended from time to time, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this

HERITAGE COVE - MASTER DECLARATION

Page 1

EXHIBIT G

Declaration, which shall run with the Lands and be binding on all parties having any right, title or interest in the Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Additional real property may be added to the Lands by an amendment to Exhibit "A," consented to or joined in by the Declarant and all persons having a record Ownership interest in the property being added and all persons holding a mortgage encumbering such land. Nothing herein contained, and no violation of these covenants, conditions and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Declaration.

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

1.1 "Architectural Review Committee" or "ARC" means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.

1.2 "Assessment" or "Assessments" means a share of the funds required for the payment of the expenses of the Association which from time to time is assessed against the members, including without limitation annual assessments and special assessments, as authorized by Section 9 of this Declaration.

1.3 "Association" means Heritage Cove Community Association, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, and its successors and assigns.

1.4 "Board" means the Board of Directors of Heritage Cove Community Association, Inc.

1.5 "Common Areas" means any and all real property and improvements thereon owned by, leased to, or dedicated to the Association for the use and benefit of some or all of its members. Common Areas include "Community Common Areas", as defined in Sections 3.1 and 3.2 below.

1.6 "Community" means all real property comprising Heritage Cove, which includes the Lands as described in this Declaration, as amended from time to time, and the improvements thereon.

1.7 "Conservation Area" means the wetland preserve areas and the upland preserve areas within the Community as described in the subdivision plat for Heritage Cove, Phase I, as recorded in Plat Book 64, Pages 98-100 et.seq., Public Records of Lee County, Florida.

1.8 "County" or "the County" means Lee County, Florida.

1.9 "**Declarant**" means U.S. Home Corporation, a Delaware corporation.

1.10 "**Developer**" means U.S. Home Corporation, a Delaware corporation which is authorized to do business in the State of Florida, or any other party or developer (i) to which the Declarant specifically assigns all or a portion of the rights it may have under this Declaration to develop part or all of Heritage Cove, or (ii) which is or may be designated a Developer under this Declaration. The Declarant will also be a Developer. Each "Additional Lands Owner" (hereinafter defined), its heirs, personal representatives, successors or assigns, who submits "Submitted Additional Lands" (hereinafter defined) to this Declaration in accordance with Section 17 hereof shall be deemed a Developer.

1.11 "**Family**" means one adult natural person occupying a Living Unit, that person's spouse, if any, and the unmarried children over the age of eighteen (18) years who regularly reside with them, if any.

1.12 "**Governing Documents**" means this Declaration, and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

1.13 "**Guest**" means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.14 "**Institutional Mortgagee**" means:

(A) a lending institution having a first mortgage lien upon a Lot, Parcel or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association, Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration) and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C) the Declarant and any Developer, and any and all investors or lenders, or the successors and assigns of such investors or lenders, which have loaned money to Declarant or any Developer to acquire, develop, or construct improvements upon,

the Community and who have a mortgage lien on all or a portion of the Community securing such loan. An Institutional Mortgage" is a mortgage held by an Institutional Mortgagee.

1.15 "**Lands**" means the land described in Exhibit "A" to this Declaration, as it may be amended from time to time.

1.16 "**Lease**" when used in connection with a Living Unit, means the grant by the Owner of the Unit of a temporary right of use of the Unit for valuable consideration.

1.17 "**Living Unit**" or "**Unit**" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, located within the Community and intended for occupancy by one family or household. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.18 "**Lot**" means one or more of the platted portions of land into which the Community has been subdivided, upon each of which a single Living Unit has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon."

1.19 "**Member**" means any or all of those persons who are entitled to membership in the Association, as provided in the Governing Documents.

1.20 "**Heritage Cove**" is the name of the Community.

1.21 "**Neighborhood**" means a condominium, a group of single family homes or villas, or any other residential sub-area development within the Community, where all the Lots and Living Units are subject to a single common recorded declaration of neighborhood covenants.

1.22 "**Neighborhood Association**" means a condominium association, an incorporated homeowners association as defined in Section 617.301, Florida Statutes (1995), as amended from time to time, or any other incorporated mandatory membership property Owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.23 "**Neighborhood Common Area**" means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

1.24 "**Neighborhood Covenants**" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods, including the recorded Articles of Incorporation and Bylaws of the Neighborhood Association.

1.25 "**Occupy**" when used in connection with a Living Unit, means the act of being physically present in the Unit on two or more consecutive days, including staying overnight. An "Occupant" is one who occupies a Living Unit.

1.26 "**Owner**" means the record Owner of legal title to any Lot, Living Unit, Tract or Parcel.

1.27 "**Parcel**" means any and all unplatted portions of the Community.

1.28 "**Rules and Regulations**" means the administrative regulations governing use of the Common Areas and procedures for administering the Association, as adopted, and amended from time to time by resolution of the Board of Directors.

1.29 "**SFWMD**" means South Florida Water Management District.

1.30 "**Service Assessment**" means a charge against one or more Lots or Living Units for any service, material or combination thereof which may be provided by the Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefited. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.31 "**Structure**" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.32 "**Tract**" means any and all platted portions of the Community other than the Lots.

1.33 "**Voting Group**" means a group of members who are entitled to vote in the election of one (1) or more Directors of the Association, as more particularly described in Section 11.7 of this Declaration, and in a Supplemental Declaration to be recorded before turnover of control of the Association, as provided in Section 11.7 below.

1.34 "**Voting Interests**" means the arrangement established in Section 2 of the Bylaws of the Association by which certain classes of members are entitled to vote in the affairs of the Association.

1.35 "**Voting Representative**" means the representative selected by the Owners of each Neighborhood to be responsible for casting votes of Units in the Neighborhood in all Association matters other than the election of Directors.

2. **GENERAL DEVELOPMENT PLAN.** The Community is a portion of a Residential Planned Development ("RPD"), comprising at least 145 acres of land. The primary development objective is the construction and development of single and multiple family dwelling units. Notwithstanding the foregoing, the Declarant has the right, but not the obligation in its sole and unbridled discretion, to further expand the Community by adding additional land, or units, or lots, or recreational amenities or memberships that are compatible with the overall Community.

2.1 **Renderings, Plans and Models.** From time to time, Declarant and others may present to the public certain renderings, plans and models showing possible future development of Heritage Cove. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in this Community will actually be developed. Any such renderings, plans or models are primarily schematic, and in no way represent a guaranteed final development plan.

2.2 **Quiet Enjoyment.** Because of its size, the development of the Community will span several years. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by construction operations.

3. **THE ASSOCIATION'S PURPOSES AND POWERS.** The primary purposes of the Association are to hold title to, operate and maintain the Common Areas of Heritage Cove, including without limitation the clubhouse, tennis courts, swimming pool, other recreation facilities, private roadways, Conservation Areas (including monitoring), the Stormwater Management System and retention areas, and decorative entrance ways within the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Association shall operate, insure, maintain and repair all property and related improvements designated by Declarant as Community Common Areas, regardless of whether legal right to that property has been formally conveyed to the Association. The Association shall also assume responsibility for maintenance and monitoring of on-site wetland preserve areas pursuant to the Environmental Resource Permit.

3.1 **Community Common Areas.** The Association shall operate, maintain and, when deeded by the Declarant, its successor or assigns, or others as provided herein, hold record title to the Community Common Areas. The Community Common Areas are all portions of the Community,

not part of a Neighborhood. Community Common Areas include, but are not limited to, the Association swimming pool that is not part of a Lot, private roads not within Neighborhood Common Areas, the Clubhouse, four (4) tennis courts and related facilities, environmental habitat and preservation areas, surface water drainage and management systems, and gated entranceway. Canoeing and kayaking may be permitted, subject to rules and regulations promulgated by the Board of Directors. No motorized boating shall be permitted. The Board of Directors may promulgate reasonable uniform rules and regulations regarding use of the Community Common Areas consistent with the Governing Documents. Use of Community Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the reasonable rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units.

3.2 Manager. The Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Association shall determine to be necessary or desirable.

3.3 Personal Property. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Association additionally shall cause all persons with access to Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 Express and Implied Powers. The Association may exercise any right, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 Acts of the Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Association have a fiduciary relationship to the members. A member does not have the authority to act for the Association by reason of being a member.

3.7 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Board of Directors shall be required to obtain the prior approval of at least a two-thirds (2/3rds) of all classes of the voting interests of the Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which members are obligated to pay;
- (C) the enforcement of the Governing Documents;
- (D) the enforcement of the rules and regulations of the Association;
- (E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or
- (F) filing a compulsory counterclaim.

3.8 Articles of Incorporation. The Articles of Incorporation of the Association are attached as Exhibit "B."

3.9 Bylaws. The Bylaws of the Association shall be the Bylaws attached as Exhibit "C," as they may be amended from time to time.

3.10 Official Records. The official records of the 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 by the Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 Polling Places. Accommodation may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

3.12 Treated Effluent. The Declarant, its successors or assigns, may negotiate an agreement with any effluent supplier for the use of treated sewage of effluent within the Community for irrigation purposes throughout the Community, including all Common Areas, Neighborhood Common Areas, Lots, Units and condominium common element properties. The Declarant would be responsible for providing all on-site piping and pumping facilities from the point of delivery to the Community, and negotiate with the effluent supplier to provide full or partial

on-site storage facilities, as required by the Florida Department of Environmental Protection consistent with the volume of treated wastewater to be utilized. All Owners within Heritage Cove, by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Lots and other portions of the Community with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction.

3.13 Hurricane Preparedness. It shall be the responsibility of the Association to establish and maintain an educational program for hurricane preparedness. The program must, at a minimum, consist of annually describing to the residents the risks of hurricane hazards and actions to mitigate the dangers that these hazards present.

3.14 Authority to Assume Neighborhood Compliance With "55 or Over" Housing Exemption. Individual neighborhoods within Heritage Cove may contain age restrictions which are intended to permit the neighborhood to qualify and maintain the neighborhood as a "55 or Over" community. Individual Neighborhood Associations may be required to enforce rules which are intended to maintain the community designation as a "55 or Over" community. The Heritage Cove Community Association, Inc. ("Association"), is expressly authorized to assume any Neighborhood Association's jurisdiction under its own neighborhood governing documents to maintain any individual neighborhood as a "55 or Over" community. The Association shall, therefore, be expressly authorized to conduct reliable surveys and to develop procedures routinely determining the occupancy of each unit in any neighborhood. Additionally, as necessary, the Association shall be empowered to assume all responsibilities of any Neighborhood Association under its own neighborhood governing documents to permit the neighborhood to continue to qualify as a "55 or Over" community.

4. ASSOCIATION MEMBERSHIP VOTING RIGHTS. Every Owner of record legal title to a Lot or Living Unit, or any Submitted Additional Lands within the Community shall be a member of the Association as further defined in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Section 4.1(B) below. Membership is appurtenant to, and may not be separated from, Ownership of a Lot or Living Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

4.1 Classes of Membership. The Association will initially have two (2) classes of voting membership, as follows:

(A) Regular Members. Regular Members of the Association are all Owners of Lots or Units other than the Declarant and, in certain instances as provided in this Declaration or the Bylaws, the Additional Lands Owners of Submitted Additional Lands. Except for temporary delegations as provided under Section 4.3 below, a membership is not

assignable and/or transferrable other than through the conveyance of record legal title to the Lot or Living Unit or Submitted Additional Lands to which it is appurtenant. Upon the sale or other transfer of ownership of a Lot or Living Unit or Submitted Additional Lands, the transferor is deemed to have automatically assigned and transferred the membership. A member's right to use the common areas and the recreational facilities is set forth in this Declaration and in the Bylaws. Each Lot or Living Unit owned by a regular member has one (1) indivisible vote in all matters (except for the election of Directors) where a vote of the regular members (non-Declarant) is required or permitted. Each Additional Lands Owner of Submitted Additional Lands has the votes provided for in Section 2 of the Bylaws.

(B) Declarant Member. The Declarant shall be a member. Declarant membership and voting rights shall cease to exist at the Turnover Meeting described in Section 8 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor developer.

4.2 Association Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by members;

(B) The right of the Association, by and through its Board of Directors, to charge any uniform admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners than for Owners;

(C) The right of the Association, by and through its Board of Directors, to suspend a member's right to use Common Areas for the period during which any assessment or charge against the member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Association's rules and regulations;

(D) The right of the Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Association, by and through its Board of Directors, the Declarant and any Additional Lands Owner, to grant easements over, across or through the Common Areas. Any Additional Lands Owner shall have the right to grant easements over, under, across and through Common Areas and Neighborhood Common Areas, subject to the approval of and in locations approved by the Association, which neither of said approvals to be unreasonably withheld or delayed.

(F) The right of the Association, by and through its Board of Directors, to open the Common Areas for use by non-members of the Association, or non-Owners.

(G) The right of the Association, by and through its Board of Directors, with the prior assent of a majority of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(H) The right of the Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit any Developer or its sales efforts;

(J) The right of the Association, by and through its Board of Directors, to uniformly regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Association;

So long as there is a Declarant or Developer member, any and all rights of members, and any and all restrictions, limitations, conditions and rules and regulations that a member shall be subject to, shall not be amended without the consent of the Declarant or any Developer.

4.3 Delegation of Use Rights In Common Areas. Guests accompanied by a member shall have the right to use the Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each member shall be financially and legally responsible to the Association for the actions and debts to the Association of any person to whom the member has delegated his right to use the Common Areas. The

member may not delegate the obligation to pay Association assessments. Upon the lease of a Lot or Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as a guest of another member, during the period of the delegation.

4.4 Separation of Ownership. The Ownership of a Lot, and the Ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot, Living Unit, Tract or Parcel hold membership in the Association.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may be used for those purposes provided in the RPD. Subject to the other terms and provisions hereof and the consent of the holder of any mortgage granted by Declarant and encumbering all or a portion of the Lands or any Additional Lands, Declarant reserves the right and the power to assign and reassign various land uses within the Community in accordance with the RPD, or any amendments thereto, and where reasonably necessary and advisable, to inaugurate and implement variations from, modifications to, or amendments of the RPD and any other governmental plans, land development regulations, development orders and development permits applicable to the Community, so long as Declarant maintains and preserves the overall general scheme of the Community.

5.1 Subdivision and Regulation of Land. No Lot or Living Unit may be divided or subdivided without the express written consent of the Association. Subject to the other terms hereof, no Owner or Neighborhood Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the RPD or any other governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant. Nothing herein is intended to prohibit judicial partition of a Lot or Living Unit owned by two or more persons.

5.2 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Association shall be responsible for maintenance of all surface water management systems, ditches, canals, lakes, and water retention ponds in the Community.

(A) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an Owner or Neighborhood Association in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the ARCHITECTURAL REVIEW COMMITTEE.

(B) No Owner, Neighborhood Association or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, any Developer, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size (beyond the boundaries thereof shown on any recorded plat) by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the ARC and the SFWMD. No person other than the Declarant, any Developer or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(D) All Stormwater Management Systems and Conservation Areas, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Association. The Association may enter any Lot, Tract, Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be an expense of the Association. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District.

LOTS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER THE ENVIRONMENTAL RESOURCE PERMIT. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING WITHOUT LIMITATION MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. THE ASSOCIATION IS RESPONSIBLE

FOR THE INSTALLATION AND THE PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE ENVIRONMENTAL RESOURCE PERMIT ISSUED BY SOUTH FLORIDA WATER MANAGEMENT DISTRICT, WHICH MAINTENANCE WILL BE MAINTAINED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

5.3 Conservation Areas. The Association shall be responsible for the maintenance and regulatory compliance of all Conservation Areas placed under the Association's jurisdiction, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including the South Florida Water Management District. No person shall undertake or perform any activity in Conservation Areas which is prohibited in the approved permits and Plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, pulling and cutting.

5.4 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preserve area, Conservation Area or words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the Owner of such land as open space. If such land or an easement over such land has been conveyed or dedicated to the Association or to a Neighborhood Association, the Association or Neighborhood Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

5.5 Lawns, Landscaping; Irrigation Systems. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their Owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas regardless of Ownership of the underlying lands. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by any Developer or Declarant or the RPD shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Owner. Lawns must be regularly cut and mulched areas regularly re-mulched. Maintenance, repair and replacement of the main irrigation line shall be the responsibility of the Association. The components of the irrigation system serving each individual Neighborhood Common Area, including but not limited to the tap into the main line, timers and switching devices shall be the responsibility of the Association. The maintenance, repair and replacement of irrigation heads shall be the responsibility of the individual parcel Owner. Each Owner of a Lot shall be required to tap into the Association's irrigation system,

and the cost of such tap will be at the expense of the Lot Owner, payable to the Declarant or its assigns or the Additional Lands Owner (in the case of Submitted Additional Lands). The Association shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to intervention by the SFWMD. The Association may also be responsible for irrigation of certain roadway medians not owned by it, and the cost shall be a Association expense. The Declarant or the Association has an agreement with Florida Cities Water Company, Inc. for the use of treated sewage or effluent within the Community for the purposes of irrigation. Florida Cities Water Company, Inc., its successors or assigns, shall be deemed the exclusive provider of irrigated waters within Heritage Cove and, by active purchasing, all Owners within Heritage Cove are deemed to have irrevocably consented to irrigation of Common Areas and Lots and other portions of the Community with treated effluent emanating from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection or such other agency with jurisdiction. The cost of treated effluent and all administrative, operational, maintenance and support costs related to it shall be expenses either borne by the Association, or any applicable Neighborhood Association, or billed separately and borne by the individual Owner as billed and assessed periodically by Florida Cities Water Company, Inc.

5.6 Maintenance of Premises. Except for Conservation Areas and other areas designated by the Declarant, any Developer or the RPD to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Neighborhood Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area. If an Owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Association, the Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner or Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot or Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. Provisions under this section are intended to obligate the Association to maintain all streets, roads and thoroughfares and other open areas within the Community.

5.7 Sidewalks. Declarant or any Developer may construct sidewalks in various locations within the Community. Driveway cuts and the construction of the driveways must be done in accordance with plans and specifications approved by Declarant.

5.8 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed

plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

5.9 Walls, Fences, Hedges, etc. Unless approved in writing by Declarant, no wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six feet above the ground level of any adjoining Lot or Neighborhood Common Area. In addition, no wall, fence, or a hedge shall be constructed on any Lot or Neighborhood Common Area unless its height, length, type, design, composition, material and location shall have first been approved in writing by the ARCHITECTURAL REVIEW COMMITTEE. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Association's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence, hedge or on any lot which abuts a lake, or other water body, conservation easement area, or street within the Community. Reasonable size and quantity of shrubbery and other suitable types of plantings may be permitted to be maintained around the perimeter of residence pool screens, so long as same does not materially interfere with the view of any Lot or Living Unit, in the discretion of the Declarant.

5.10 Driveways and Parking Areas. Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Association (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.11 Color. No exterior colors on any structure shall be permitted that, in the judgment of the ARC or Declarant, would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be as approved by Declarant, and any later changes must be approved by the ARC.

5.12 Underground Utilities. No lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by Declarant. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

5.13 Water Supply; Wells; Water Rights. Each Living Unit shall be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Heritage Cove. No Owner may

install or operate a private well. The Declarant, its heirs, successors or assigns, or other Developers shall have the exclusive right to develop and utilize the ground and surface water resources of the Lands (except for Submitted Additional Lands) for any legal purpose, including the transport and use of such waters beyond the Lands, and except as to Submitted Additional Lands the conveyance of any Lot or Living Unit by Declarant does not include the right to develop or utilize any ground water or sub-surface water resources within such Lot or Living Unit.

5.14 Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected without the prior written permission of Declarant. No tent, trailer or temporary structure other than those used by Declarant or any Developer for construction and sales activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the ARC.

5.15 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot, Parcel or Tract or upon any improvements thereon, unless expressly approved in writing by the ARC, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.15 shall not apply to the Declarant, or any Developer.

5.16 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the Owner or Neighborhood Association.

5.17 Clothes Drying Area. No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the Association.

5.18 Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other Owners or occupants of the Community, shall be allowed.

5.19 Air Conditioners. Wall or window air conditioning or heating units are not permitted.

5.20 Solar Collectors; Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

5.21 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows and in/or on motor vehicles. The Board of Directors and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. If any sign is erected in violation of this provision, the Declarant, the Association, or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day for each day's violation and suspend the violator's use privileges of the community common areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant or by other Developers, nor to entry and directional signs installed by Declarant or by other Developers, and signs required by law.

5.22 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, Boats, Campers, Trailers and Other Vehicles.

Motor Vehicles; Parking. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere within the Community on the property except on an individual driveway or within a garage. No commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked within the Community, unless fully enclosed within a garage. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or

validly licensed, may not be kept within the Community unless fully enclosed within a garage. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

(A) **"Commercial Vehicles"** means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

(B) **"Trucks"** means any motor vehicle which is designed or used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, "topper" or other enclosure. This shall specifically include "pickup trucks", "El Caminos", "Rancheros" and like vehicles but shall not include passenger "custom" and like vans (provided same are not "commercial" vehicles, as defined above) currently marketed under the following manufacturers name plates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Aerostar and all other vehicles of similar design and custom passenger vans. The term truck shall not include "Jeeps" if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not "non-passenger" vehicles, as described below) such as Ford Broncos, Chevrolet Blazers, Jeep Wagoneers, Jeep Cherokees and the like.

(C) **"Boats"** means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

(D) **"Campers"** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(E) **"Trailers"** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(F) **"Mobile Homes"** means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(G) **"Motorcycle"** means any motor vehicle on two or three wheels propelled by an engine of 1/2 horsepower or more and shall include "ATV's", motorscooters, motorcycles, and mopeds powered by engines of 1/2 horsepower or more.

(H) "Motor Homes" or "Recreational Vehicle" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(I) No vehicle which is not currently licensed or cannot operate on its own power shall remain within the Community for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be.

(J) A speed limit of twenty (20) miles per hour applies throughout the Community's roadways. Unnecessary vehicle noises are to be avoided within the grounds.

(K) Vehicle maintenance is not permitted within the Community except in garages. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the exterior and interior of the vehicle, waxing and checking fluid levels is permissible. Emergency repairs to vehicles such as changing a flat tire is allowed.

(L) This Section 5.22 shall not be construed to apply to any construction vehicles or equipment used within the Community by or at the direction of Declarant or any Developer.

5.23 Living Units; Residential Use. Each Living Unit shall be used as a single family residence and for no other purpose except for a model and/or office by any Developer. No business or commercial activity (except as above noted) shall be conducted in or from any Living Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Living Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use.

5.24 Leasing of Living Units. No Living Unit may be leased or rented for a period of less than thirty (30) consecutive days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND

ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

5.25 Pets and Animals. Not more than two (2) commonly accepted household pets such as a dog or cat, and reasonable numbers of tropical fish or caged birds may be kept in a Living Unit, subject to other reasonable regulation by the Association or Neighborhood Association. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Association may restrict the walking of pets to certain areas. Owners who walk their pets on Association or Neighborhood Common Areas must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the Owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais.

5.26 Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Association whose decision shall be final.

5.27 Correction of Health and Safety Hazards. Any conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Association, and the cost thereof shall be charged to the responsible Owner or Neighborhood Association.

5.28 Assignment of Approval Rights. At such time as neither Declarant nor any subsequent Developer or any Additional Lands Owner hold any Lots or Living Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine (as to Declarant's rights only), all rights of Declarant, any Developer, and any Additional Lands Owner to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARCHITECTURAL REVIEW COMMITTEE. At that same time all other approval powers of the Declarant, any Developer, and any Additional Lands Owner shall automatically devolve upon and be assigned to the Board of Directors of the Association.

5.29 Declarant's Exculpation. The Declarant, any Developer or any Additional Lands Owner may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any Owner or the Association or Neighborhood Association or any other person for any reason whatsoever, and

any permission or approval granted shall be binding upon all persons. The use restrictions of this Section 5 shall not apply to any property owned by a Developer or any Additional Lands Owner prior to its conveyance to an Owner other than a Developer or Additional Lands Owner.

6. ARCHITECTURAL AND AESTHETIC CONTROL

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Developer, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARCHITECTURAL REVIEW COMMITTEE. In obtaining said written approval, an Owner or any other person applying shall comply with all applicable requirements and procedures.

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Community Association shall be administered and performed by the ARCHITECTURAL REVIEW COMMITTEE. The ARCHITECTURAL REVIEW COMMITTEE shall consist of not less than three (3) individuals, who need not be members of the Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARCHITECTURAL REVIEW COMMITTEE shall be as provided in Section 6 of the Bylaws.

6.3 Powers. The ARCHITECTURAL REVIEW COMMITTEE shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District (Permit No. 36-03635-A), the County, the U.S. Army Corps of Engineers and the RPD, to:

(A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARCHITECTURAL REVIEW COMMITTEE finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to occur;

(B) Require submission to the ARCHITECTURAL REVIEW COMMITTEE of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading,

excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. The ARCHITECTURAL REVIEW COMMITTEE may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARCHITECTURAL REVIEW COMMITTEE to fully evaluate the proposed work;

(C) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. All decisions of the ARCHITECTURAL REVIEW COMMITTEE shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARCHITECTURAL REVIEW COMMITTEE shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARCHITECTURAL REVIEW COMMITTEE review. Fees, if any, shall be payable to the Association, in cash or check, at the time the request is submitted to the ARCHITECTURAL REVIEW COMMITTEE; or

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.4 Enforcement. Any decisions of the ARCHITECTURAL REVIEW COMMITTEE shall be enforced by the Neighborhood Association involved, as well as by the Association.

6.5 Declarant's Rights. Notwithstanding the foregoing, the Declarant shall have the right, so long as any Developer is offering any property in Heritage Cove for sale in the ordinary course of business, to appoint all of the members of the ARCHITECTURAL REVIEW COMMITTEE, or such lesser number as it may choose. During this time, the Declarant shall also have the power, in its sole discretion, to establish, amend, or revoke any and all Design Review Guidelines. During this period of Declarant control, Declarant may appoint one (1) person who shall then have the sole discretion, control and authority to make all Architectural Review decisions.

7. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

7.1 Utilities, Services and Support. Each Lot, Unit, Tract and Parcel and the Common Areas (except Conservation Areas) and Neighborhood Common Areas is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Unit, Tract, or Parcel or the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company property maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as Declarant in its sole discretion may in the future grant.

(B) Declarant hereby reserves the right, and the power, during a period of ten (10) years from the date of recording this Declaration, to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various utility service routes, through, in, over and under all Lots, Tracts, Parcels and Common Areas, and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot, Parcel, Tract or Common Area, or materially change the rights of the Owners. If any agreement is entered into by the Association for the exclusive provision of System services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

(C) Each Lot and Living Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Living Units for lateral and subjacent support.

- (D) Each Lot and Living Unit is subject to a permanent easement in favor of the Association to remove and/or destroy invasive exotic vegetation species.

7.2 Cable T.V. and Telecommunications System. The Declarant hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner or his or her authorized guests, invitees, tenants and family members, one (1) or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

- (A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.
- (B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

7.3 Contracts With Service Providers. Declarant, or the Association, or both, shall have the right to enter into Contracts for the exclusive provision of the System, as Declarant and the Association shall deem, in their sole respective discretion, to be in the best interest of the Community. Either the Declarant or the Association may receive valuable consideration for the grant of the exclusive right to provide System services. As used herein, the term "contractual designee" means the service provider with which Declarant or the Association contracts for the furnishing of System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Association shall, to the extent the Declarant assigns its rights and obligations under such contract or contracts, accepts such assignment, and is bound by all the terms and provisions of the contract or contracts. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a Living Unit by a hearing impaired or legally blind Unit Owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said Owner may

refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Living Units, the Owners shall not be required to pay any charge related to such service.

7.4 Collection of "System" Assessments by Association. Every Lot or Living Unit to which the service System is available from any contractual designee(s) shall be subject to a System service assessment, payable per Lot or Living Unit for System services, including, without limitation, cable television services. The Association shall bill the appropriate System service assessment to each Lot or Living Unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services.

7.5 Construction and Maintenance. Declarant (including its designees and contractors) shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by Owners.

7.6 Conservation Easements. Declarant hereby grants, creates, and establishes a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1995), for the South Florida Water Management District ("SFWMD"), and the U.S. Army Corps of Engineers permit, over the Conservation Areas which shall run with the land and be binding upon the Declarant, its heirs, successors, and assigns and remain in full force and effect forever. The scope, nature and character of this conservation easement shall be as follows:

(A) It is the purpose of this conservation easement to insure that the Conservation Areas predominately remain in their natural scenic open or wooded condition, while retaining such areas as suitable habitat for fish, plants, or wildlife. To carry out this purpose, the following rights are conveyed to SFWMD by this easement:

(1) To enter upon the Lands at reasonable times to enforce the rights herein granted, upon prior notice to grantor, its heirs, successors or assigns in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Lands by Declarant, and its heirs, successors, or assigns at the time of such entry; and

(2) To enjoin any activity on or use of the Conservation Areas that is inconsistent with the purpose of this conservation easement, and to enforce the restoration of such areas or features of the Conservation Areas that may be damaged by any inconsistent activity or use, except those damages or changes caused by an act of God.

(B) Use Restrictions. Unless otherwise approved by SFWMD in writing, the following activities are prohibited in or on the Conservation Areas, except as provided in the reservation of rights located in Paragraph (C), or in the maintenance and monitoring plan for on-site wetland preserve areas.

- (1) Construction or placing of buildings, roads, signs, billboards, or other advertising, utilities, or other structures on or above the ground.
- (2) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (3) Removal or destruction of trees, shrubs, or other vegetation, excepting removal of invasive exotic species.
- (4) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such a manner to affect the surface.
- (5) Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (6) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- (7) Acts or uses detrimental to such retention of land and water areas.
- (8) Use of recreational motor vehicles such as motorcycles, ATV's, four-wheel drive vehicles.

(C) Reservation of Rights. The following rights are specifically reserved to the Declarant, its heirs, successors or assigns:

- (1) Passive recreational activities not involving construction and not contrary to the purpose of this conservation easement, may be permitted upon written approval by SFWMD.

(2) The Declarant reserves to itself, its heirs, successors, or assigns, all rights as Owner of the property, including the right to engage in all uses of the property that are not specifically prohibited in this easement.

(D) Plans for construction of passive recreational facilities shall be submitted to SFWMD for review and approval prior to any construction. Declarant, its heirs, successors and assigns shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas with the Conservation Areas. Any such work shall be subject to all applicable federal, state, or local permitting requirements.

(E) No right of access by the general public to any portion of the lands or Conservation Areas is conveyed by this conservation easement.

(F) Declarant or its heirs, successors or assigns shall bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Conservation Areas and does hereby indemnify and hold the SFWMD harmless therefrom.

(G) Declarant or its heirs, successors or assigns shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Areas.

(H) Any costs incurred by the SFWMD in enforcing, traditionally or otherwise, the terms and restrictions of this conservation easement against the Declarant, its heirs, successors, or assigns shall be borne by, and be recoverable against the Declarant, its heirs, successors, or assigns as long as the SFWMD is the prevailing party in such proceedings.

(I) Any costs incurred by the Declarant, its heirs, successors, or assigns in defending an enforcement action brought by the SFWMD shall be borne by and be recoverable against the SFWMD and its successors, as long as the SFWMD is not the prevailing party.

(J) Enforcement of the terms and provisions of the conservation easement shall be at the reasonable discretion of the SFWMD, and any forbearance on behalf of SFWMD to exercise its rights hereunder in the event of any breach hereof by the Declarant, its heirs, successors, or assigns shall not be deemed or construed to be a waiver of the SFWMD's rights hereunder in the event of a subsequent breach.

(K) The SFWMD will hold this conservation easement exclusively for conservation purposes. The SFWMD will not assign its rights and obligations under this conservation easement without the prior written consent of the Declarant, its heirs, successors, or assigns, except to other State organizations

qualified to hold such interest under the applicable state and federal laws who are committed to holding this conservation easement exclusively for conservation purposes.

(L) If any provisions of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement and the applications of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby, as long as the general purpose of the conservation easement is preserved.

(M) All notices, consents, approvals or other communications hereunder shall be in writing and be deemed properly given if sent by registered or certified U.S. Mail, return receipt requested, addressed to the appropriate party in interest.

(N) The Declarant, its heirs, successors or assigns, must follow the State laws of Florida pertaining to notification of any subsequent party, buyer, or filing of other legal instruments, when the Declarant, its heirs successors or assigns divests itself of any interest in the Conservation Areas.

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 Designation. Except for the Conservation Areas, and the Stormwater Management System, Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Community shall be Common Areas, and to convey, lease or grant a license or other right to use real property within the Community, to the Association or any Neighborhood Association as Common Areas.

(A) Any such conveyance, lease or grant of license or use right to the Association may be exclusive or non-exclusive, so that persons or entities other than the Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. The Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Association shall not accept, from any person other than Declarant, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) Prior to the conveyance of Common Areas by Declarant to the Association, the Association shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

The foregoing notwithstanding, the Association shall own and maintain the surface water management system deeded to it as part of the Community Common Areas.

8.2 ALL CONSERVATION AREAS WITHIN THE COMMUNITY ARE HEREBY DEDICATED AS COMMUNITY COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE COMMUNITY ASSOCIATION. EXCEPT AS OTHERWISE PROVIDED IN THE CONSERVATION EASEMENT, THEY MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION, EXCEPT REMOVAL OF EXOTIC/NUISANCE VEGETATION; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

8.3 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas. Not later than sixty (60) days after the date when members first elect a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Association by special warranty deed, and the Association shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Commencing with the date this Declaration is recorded in the Public Records of the County, the Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant or Developer as Common Areas, and for the payment of any ad valorem taxes properly payable from and after the date of such recordation. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Association as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of members and their guests, tenants and invitees.

(B) Declarant may convey property to the Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Association must accept such property. The Association shall not accept

conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Heritage Cove.

THE ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE, WHEN CONVEYED TO THE ASSOCIATION BY THE DECLARANT. THE DECLARANT AND ANY DEVELOPER MAKE NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN, THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

8.4 Maintenance and Alteration. The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Association has been turned over to the members, there shall be no material alterations of or substantial additions to the Community Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the members of the Association; and there shall be no material alteration of or substantial additions to the Common Areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the members. However, if work that is reasonably necessary to meet the Association's obligations under the first sentence of this Section 8.4 also constitutes a material alteration or substantial addition, no prior membership approval is required.

8.5 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Association through its Board of Directors or others as provided herein to grant

such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the benefit of any members. Nothing herein shall be construed to prohibit judicial partition of any Lot, Unit, Tract or Parcel owned in cotenancy.

8.6 Association's Rights and Powers. No Common Areas shall be used in violation of any reasonable and uniform rule or regulation or other requirement of the Association established pursuant to the provisions of this Declaration or the Bylaws.

8.7 Expansion or Modification of Common Areas. Additions or modifications to the Common Area as may be made if not inconsistent with the RPD and any amendments thereto. Neither the Declarant nor any Developer shall be obligated, however, to make any additions or modifications. The Declarant, with the consent of the holder of any mortgage granted by Declarant and any Additional Lands Owner, further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

9. ASSESSMENTS.

9.1 Creation of Lien. Each Owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Association:

(A) Annual Assessments.

(B) Special Assessments.

(C) Service Assessments, Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots, Living Units, Tracts or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Association.

(D) System Assessments.

(E) Except as otherwise provided in Section 14.2 below as to certain mortgagees, except as provided in Section 9.2 below as to the Declarant and Developers, and except as provided in Section 17 as to Additional Lands Owners, no Owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot, Living Unit, Tract, Parcel, or the Common Areas, or otherwise.

(F) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

(G) The Owner of each Lot or Living Unit regardless of how title was acquired, is liable for all assessments coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 14.2 below, whenever title to a Lot or Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(H) No land shall be subject to assessment by the Association if it is a Neighborhood Common Area, or a Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots and Living Units shall be subject to assessment.

9.2 Declarant's Assessments. The assessment and lien provisions of this Section 9 shall not apply to any Lot, Living Unit, Tract or Parcel owned by Declarant or by any Developer succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Should Declarant's lender, its successors or assignees, or any Additional Lands Owner, acquire title to any Lot, Living Unit, Tract, or Parcel owned by Declarant, as a result of a foreclosure or deed in lieu of foreclosure, the assessment and lien provisions of this Section 9 shall not apply. Exception: the obligation and covenant to pay assessments as provided in this Section 9 shall apply to a Living Unit or Lot owned by the Declarant, a Developer, or any Additional Lands Owner of Submitted Additional Lands (hereinafter defined) upon the occurrence of any one of the following events:

- (A) Conveyance of the Lot or Living Unit to an Owner other than a Developer; or
- (B) Construction of a Living Unit has been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Living Unit is occupied and used as a residence; or
- (C) Declarant, Developer or any Additional Lands Owner executes and records a written instrument subjecting a Lot, Living Unit, Tract or Parcel owned by it to the assessment and lien provisions of this Section 9.

During the period that Declarant membership exists, the Declarant covenants to subsidize the general operating expenses of the Association, by contributing the difference, if any, between net operating expenses and all income of the Association including but not limited to assessment income from members other than the Declarant, interest income and income from ancillary operations. Declarant, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund, or special assessment. Declarant's rights and obligations hereunder may be assigned to a Developer. During the period of Declarant control, in return for subsidizing the general operating expenses

of the Association, any net operating profit made by the Association, will revert back to the Declarant to offset existing and future capital improvements, operating expenses, support costs, and start-up costs. Net operating profit shall mean the amount by which income from all sources of the Association exceeds operating costs and expenses, but excluding depreciation expense and amortization expense.

9.3 Purposes of Assessments:

- (A) To promote the recreation, health, safety, and welfare of the Owners and residents of the Community;
- (B) For the improvement, maintenance, protection and operation of the Association and Community Common Areas, the Conservation Areas, the Association equipment and facilities, and the Stormwater Management System; and to establish and maintain adequate repair and replacement reserves;
- (C) To provide utility, cable television, and other systems of telecommunications services by bulk contract with third parties;
- (D) Where deemed desirable by the Board of Directors, to provide services of general benefit to the Owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;
- (E) To pay the operating expenses of the Association; and
- (F) The Association shall be empowered to collect assessments for the operation, maintenance, repair and replacement of Association property and Common Area. In addition, the Association may treat the maintenance, repair and replacement of non-association or non-common area property as a valid common expense, including, but no limited to expenditure of Association funds for the following areas:
 - 1) Entry Road and Entrance Way abutting the development whether or not serving Heritage Cove residents exclusively;
 - 2) Iona Drainage District canals abutting and adjoining the development; and
 - 3) Berm areas and wall structures lying along the North boundary of the subdivision.
- (G) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

9.4 Imposition of Annual Assessments. Upon the closing of the initial sale of each Lot or Living Unit to a purchaser other than Declarant, Developer, or an Additional Lands Owner of Submitted Additional Lands, and on the first day of each fiscal year thereafter, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

9.5 Amount of Annual Assessments. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment.

9.6 Special Assessments. Any special assessments levied by the Association's Board of Directors shall be assessed equally against all Lots and Living Units, unless the assessment or portion thereof is intended specifically for the direct benefit of one or more classes of members, in which case it shall be assessed against only the classes of members directly benefited, in accordance with the apportionment described in Section 9.5 above for the apportionment of annual assessments. Under no circumstances will the Declarant, any Developer or any Additional Lands Owner of Submitted Additional Lands have any obligation to pay special assessments.

9.7 Charges. Any charge by the Association authorized by law or by the Governing Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in Section 9.9 and 9.10 below.

9.8 System Service Assessment. Assessment for System services, as described under Section 7.3 and 7.4 above, may be levied by the Board of Directors. Given their nature and purpose, such assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 9.5 above, and shall still be deemed "assessments". For example, if the Association enters into a Community wide bulk contract for cable television services to be provided to all Living Units, but one (1) or more Living Units is owned or occupied by a vision impaired person who, by law, cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other Living Units, and the amount each Living Unit pays shall be deemed an "assessment" for all purposes hereunder.

9.9 Lien. The Association has a lien on each Lot and Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all

unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

9.10 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Association's lien may be foreclosed by the procedures and in the manner provided in Section 718.116 of the Florida Condominium Act, as it may be amended from time to time, for the foreclosure of a lien upon a condominium parcel for unpaid assessments. The Association may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorneys fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys fees in connection with any appeal of such action.

9.11 Priority of Lien. Unless otherwise provided by Florida law as amended from time to time and except as otherwise provided in Section 9.2 or elsewhere herein, the Association's lien for unpaid assessments and charges shall have the same priority with respect to first mortgagees holding mortgages on Lots and Living Units as the lien of a condominium association for unpaid assessments under Section 718.116, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. The relative priority of the Association's lien to that of a Neighborhood Association shall be determined by the order of their recording in the public records.

9.12 Initial Capital Assessments. The first purchaser of each Lot, Living Unit, Tract or Parcel, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Declarant an initial capital contribution. The funds derived from capital assessments shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive this requirement for some Lots and Living Units, if the first purchaser is a Developer, and the Developer becomes unconditionally obligated to collect and pay the capital assessments to Declarant upon the subsequent sale of each Lot and Living Unit to an end purchaser.

9.13 Resale Capital Contribution. In addition to the Initial Capital Assessments, the Association may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by an end-user member other than Declarant, any Developer or any Additional Lands Owner. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date shall be the date

of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Trustee or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale capital assessments shall be considered an assessment and shall be collected as such in accordance with the provisions under Article 9.

9.14 Ownership. Assessments, resale capital assessments, and charges collected by or on behalf of the Association become Association property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Heritage Cove, and is further empowered to promulgate and enforce reasonable and uniform administrative rules and regulations governing the use of the Common Areas.

10.1 Owner and Member Compliance. Except as otherwise provided herein, the protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Association, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant, a Developer, or the Association of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

10.2 Litigation. Subject to Section 3.7 above, each member and the member's tenants, guests, and invitees, and the Association, are governed by and must comply with Chapter 617, Florida Statutes, the Governing Documents and rules of the Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Association rules may be brought by the Declarant, any Owner, or the Association against:

(A) the Association;

(B) a member;

(C) any occupant of a Living Unit;

(D) any Director or officer of the Association who willfully and knowingly fails to comply with these provisions;

(E) any tenants, guests, or invitees occupying a parcel or using the common areas; and

(F) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Association. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section is not intended to deprive any person of any other available right or remedy. The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Association exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

10.3 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

10.4 Non-Liability of Declarant. The Declarant shall not be liable or responsible for any violation of the Governing Documents or rules by any person other than itself, and its officers, agents and employees.

10.5 Fines.

(A) In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit, a Unit Owner, or his guests, relatives or

lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Association regarding the use of Units, Common Areas, or Association property. Each such violator and the Unit Owner shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the Unit Owner, even when the violations for which fines have levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

(B) Collection of fines. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee. To the extent permitted by law, Association may file a Claim of Lien and foreclose same to collect fines so levied.

(C) Application. All monies received from fines shall become part of the common surplus.

(D) Nonexclusive remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such Owner.

10.6 Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any Unit Owner, or his guests, tenants, or family members, to use Common Areas during any period of time the Owner shall have failed to pay any fine levied, or for a reasonable time as

punishment for one or more infractions of Association rules and regulations by the Owner, his family, guests or tenants. No such suspension shall affect the Unit Owner's right of access to his Unit.

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension, it may not be imposed.

(B) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Governing Documents.

(C) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Living Unit to have vehicular and pedestrian ingress to and egress from the Living Unit, including, but not limited to, the right to park.

10.7 Stormwater Management System. The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

11. NEIGHBORHOOD ASSOCIATIONS.

11.1 Enforcement of Covenants by Declarant. As long as there is a Declarant member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of Sections 9 and 10.

11.2 Entry Rights. Each Neighborhood Association and each Owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into the interior of any Living Unit that is owned by a person other than Declarant, except in emergency.

11.3 Maintenance of Neighborhood Common Areas. The Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

11.4 Neighborhood Covenants. Declarant reserves the right, and the power, without the consent of any other person being required (except as otherwise provided herein and except for the consent of the holder of any mortgage granted by Declarant):

(A) To amend the specific provisions of this Declaration as they apply to one or more Neighborhoods, without amending those provisions with respect to all Neighborhoods; and

(B) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

11.5 Neighborhood Covenants. The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

11.6 Neighborhood Association Voting. The Bylaws of each Neighborhood Association shall provide a procedure by which its members who are entitled to cast votes as members of the Association may cast their votes on Association matters with the Neighborhood Association. Except as otherwise provided in the Bylaws, each Neighborhood Association shall poll its Owners or collect and tabulate its members' votes, and shall designate a voting representative to attend Association meetings and cast the votes of its members at such meeting. The procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for votes to be cast in the same manner as originally cast by the Neighborhood Association's members. Nothing herein shall be construed to make it mandatory for a Neighborhood Association to poll its members on every matter or any particular matter which may be voted upon by the members of the Association.

11.7 Voting Groups. In order to provide for relatively equal representation on the Board of Directors for various Neighborhoods having potentially dissimilar interests, and to avoid a situation in which the Voting Representatives representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect a disproportionate number of Directors, or exclude representation of others, the Declarant shall establish Voting Groups for the election of Directors to the Board. Voting Groups shall be established by Declarant in its sole discretion at least ninety (90) days before the turnover of control of the Association, and shall be evidenced by the recording of a Supplemental Declaration in the Public Records of the County establishing the Voting Groups. Voting Groups will generally be composed of one or more Neighborhood(s)

of similar housing types, but the designation of such groups is in the discretion of the Declarant. Each Voting Group shall be entitled to elect the number of Directors specified in the Supplemental Declaration. This Section 11.7 may not be amended without the written consent of Declarant as long as Declarant membership exists.

12. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

12.1 Duty to Insure, and to Reconstruct or Clean Up. Each Owner or Neighborhood Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the ARCHITECTURAL REVIEW COMMITTEE. Unless changes are approved by the ARCHITECTURAL REVIEW COMMITTEE, the Owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

12.2 Failure to Comply. If any Owner or Neighborhood Association fails to comply with Section 12.1 above within the time periods provided, the Association shall be deemed to have been granted the right by the Owner or Neighborhood Association as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Association exercises the rights afforded to it by this Section, the Owner or Neighborhood Association shall be deemed to have assigned to the Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Association shall have the right to recover from the Owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

12.3 Flood Insurance. The Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

12.4 Property Insurance. The Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

12.5 Liability Insurance. The Association shall maintain adequate public liability insurance coverage for all Common Areas.

12.6 Bonding. The Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Association funds.

12.7 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 12, the Association, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit or Lot at reasonable hours and perform such duties.

13. RIGHTS OF DECLARANT AND DEVELOPERS. In addition to those provided elsewhere in the Governing Documents, the Declarant and each Developer shall have the following rights and privileges:

13.1 Sales Activity. While one or more Lots or Living Units are for sale in the ordinary course of business, the Declarant and each Developer shall have the right to use those Lots or Living Units which it has constructed and the Common Areas or Neighborhood Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing, or construction purposes. No Owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's or any Developer's sales efforts. Without limiting the generality of the foregoing, the Declarant and each Developer and their respective designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Heritage Cove.

13.2 Assignment of Rights to Successor Developer. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

13.3 Security: Non-Liability of Declarant and Association. The Declarant, any Developer and the Association shall not be liable if security services are not provided.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE ASSOCIATION, THE DECLARANT OR ANY DEVELOPER ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE ASSOCIATION, THE DECLARANT OR ANY DEVELOPER SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT AND DEVELOPER(S) MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

13.4 Miscellaneous.

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

- (1) Promote a quality environment which will preserve the value of the Lots and Living Units; and
- (2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Heritage Cove which it holds for the purpose of development.

(C) The Declarant and any Developer have the right to replat unsold portions of the Community without the joinder or consent of any Owner or the Association.

(D) The Declarant and any Developer have the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Heritage Cove to an Owner other than the Declarant or any Developer.

13.5 Additions or Withdrawals of Property. Declarant has the right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community and subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration. Subject to any Additional Lands Owner's right of approval and the approval of the holder of any mortgage granted by Declarant, which in either case shall not be unreasonably withheld or delayed, the Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an Owner other than the Declarant, without the joinder of the Owner.

13.6 Management Contract. Declarant shall have the right and the power to enter into professional management contracts on behalf of the Association under terms and conditions deemed reasonably acceptable to Declarant in Declarant's sole and unbridled discretion.

13.7 Appointment of Directors. As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Directors of the Association until the Turnover Meeting, and shall have the right to appoint at least one Director until the time specified in Section 4.2 of the Bylaws.

13.8 Declarant's Inaction. Neither the execution and recordation of this Declaration, nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in Heritage Cove to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Association or to any other entity; or

(B) Declarant, the Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

14. RIGHTS OF MORTGAGEES.

14.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas, shall be entitled to written notice.

14.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time and notwithstanding anything else herein, if an Institutional Mortgagee or other transferee acquires title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee or other transferee, shall not be liable for the Association assessments or charges (or liens securing same) attributable to the Lot, Living Unit, Tract or Parcel, or chargeable to the former Owner, which came due prior to the mortgagee's or other transferee's acquisition of title. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot, Living Unit, Tract or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his Ownership, be excused from the payment of any assessments or charges, if any, coming due during the period of such Ownership.

14.3 Right to Inspect Documents and Books. The Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Association and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

14.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Association for the immediately preceding fiscal year.

14.5 Lender's Notices. Upon written request to the Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot, Living Unit, Tract or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

15. DURATION OF COVENANTS; AMENDMENT.

15.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Association, the Declarant, each Developer, each Additional Lands Owner, and any Owner, their respective legal representatives, heirs,

successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

15.2 Termination. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80 %) of the voting interests of all classes of the members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

15.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors, any Developer, or any Additional Lands Owner, or by written petition of at least one-fourth (1/4th) of the voting interests.

15.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

15.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least two-thirds (2/3rds) of the voting interests of each class of members present and voting, provided that notice of the text of each proposed amendment was sent to the members with notice of the meeting.

15.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

15.7 Proviso. Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Association's responsibilities for the Stormwater Management System or the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

15.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant or a Developer.

15.9 Amendment of Provision Relating to Declarant, Developer and Additional Lands Owners. As long as Declarant or a Developer holds any Lot or Living Unit, Parcel or Tract for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant or a Developer without their written consent. Further, no amendment shall have the effect of changing any rights of an Additional Lands Owner without such Owner's written consent.

15.10 Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. This right shall expire at such time as neither Declarant nor any Developer holds any property for sale in the ordinary course of business within the Community. No such amendment by Declarant shall affect the rights of any Additional Lands Owner without its prior consent, which shall not be unreasonably withheld or delayed.

15.11 Limitations. No amendment to any of the Governing Documents shall be effective to change any member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 9.5 or 9.6 above, unless all members affected first consent in writing to said amendment. No amendment to any of the Governing Documents shall be effective as to the holder of any mortgage granted by Declarant without such mortgagee's prior written consent.

16. GENERAL AND PROCEDURAL PROVISIONS.

16.1 Other Documents. Declarant, any Developer, each Additional Lands Owner, the Association, and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

16.2 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, the holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

16.3 Merger or Consolidation of Associations. Upon a merger or consolidation of the Association with another corporation as provided by law, the Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, remain the rights, obligations and property of the Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

16.4 Dissolution. If the Association is dissolved other than by a merger or consolidation as provided for above, each Lot, Living Unit, Tract and Parcel shall continue to be subject to the assessments provided for in Section 9, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Association (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Association to properly maintain, operate and preserve it.

16.5 Gender; Number. Wherever in this Declaration the context so requires, the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

16.6 Notices.

(A) To Declarant or a Developer. Notices to Declarant or a Developer (including any Additional Lands Owner) as may be required herein shall be in writing and delivered or mailed to Declarant, or the Developer, at its principal place of business as shown by the records of the Secretary of State, at the address of any such party as shown on the tax bill for any property within or adjacent to the Community owned by it, or at any other location designated by any such party.

(B) To the Association. Notices to the Association shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

(C) To Owners. Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

16.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

16.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

16.9 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation. This Section shall not apply as to any interpretation involving the rights of Declarant, any Developer, any Additional Lands Owner, or the holder of any mortgage granted by Declarant.

16.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

16.11 Rights Limited to Express Terms of Governing Documents. Every member of the Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every Buyer(s) acknowledges that they are making their decision to purchase wholly based upon the terms and conditions of these Governing Documents and every Buyer further acknowledges that they are not entitled to rely upon any oral or written representations of any nature made by the Declarant or any Developer or its agents, unless stated in these Governing Documents. Every Buyer, being a prospective member, should make his decision to purchase within Heritage Cove based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant or any Developer unless included in the Governing Documents.

17. APPLICATION TO OTHER LANDS WITHIN HERITAGE COVE PLAT.

17.1 Additional Lands. The Lands are located within a total tract covered by and described in the plat of Heritage Cove, Phase I, according to the plat thereof recorded in Plat Book 64, Pages 90 thru 100, Public Records of Lee County, Florida. All lands covered by and/or described in the Plat are included within the Lands, except for the following Lands ("Additional Lands"):

Block B, Block C, Block D, Block E, Block F, Block G, and all of Tract E, all as shown on the Plat, less and except that portion of Tract E described in Exhibit D attached hereto, and less and except certain lots within Block E as described in Exhibit E attached hereto.

17.2 Addition of Additional Lands to Lands by Declarant. From time to time, Declarant may add all or any portion of the Additional Lands to the Lands and submit the same to all of the terms, provisions, easements, covenants, restrictions, and assessments provided for in this Declaration by (i) amending this Declaration in accordance with the provisions hereof concerning the submission of additional land to this Declaration, and (ii) obtaining the Joinder and Consent to such amendment by the holder(s) of all mortgages encumbering the Additional Lands so submitted to this Declaration.

17.3 Addition of Additional Lands to Lands by Others. This provision applies in the event that all or any portion of the Additional Lands shall hereafter be owned by any entity, firm, trustee or other person other than Declarant prior to having been added to the Lands and submitted to this Declaration by Declarant in accordance with Section 17.2. In such case, any such owner ("Additional Lands Owner") may from time to time submit all or a portion of such Additional Lands to this Declaration by executing and recording a written instrument ("Submission Instrument") stating that all or a portion of the Additional Lands, as described in the Submission Instrument, are subjected to this Declaration and all of the terms, covenants, easements, assessments and other provisions hereof to the extent, and only the extent, set forth in this Article 17 of this Declaration. The Submission Instrument shall be valid without the consent of the Declarant, any Developer, the Association, any Neighborhood Association, any Owner or any other party whatsoever except for the holder of any mortgage encumbering the Additional Lands covered by the Submission Instrument.

17.4 Effect of Submission Instrument; Applicability of this Declaration to Additional Lands. Upon the execution and recordation by an Additional Lands Owner of a Submission Instrument submitting all or a portion of the Additional Lands to this Declaration, the Additional Lands covered by the Submission Instrument ("Submitted Additional Lands") shall be deemed a portion of the Lands and owned, used, sold, conveyed, encumbered, demised and occupied subject to all of the provisions of this Declaration (which shall run with the Additional Lands and be binding on all parties having any right, title or interest in the Submitted Additional Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each such person), except as set forth in (A) through (J) below: In certain circumstances, the provisions of (A) through (J) below apply to the Additional Lands and/or Additional Lands Owners whether or not Additional Lands become Submitted Additional Lands.

(A) Section 3 of this Declaration shall apply with respect to the Submitted Additional Lands, except that:

(i) Each Additional Lands Owner shall also have the right to designate Community Common Areas within the Submitted Additional Lands to be operated, insured, maintained and repaired by the Association, so long as such designation is generally consistent with the development plan of the Community; and

(B) Section 4 of this Declaration shall apply to the Submitted Additional Lands, except that with respect to Section 4.1, each Additional Lands Owner shall have the following voting rights and privileges:

Each Additional Lands Owner of Submitted Lands shall be deemed a member and have the same number of votes as there are residential units allocated to its Submitted Additional Lands pursuant to the number of units allocated to said lands in accordance with the Community Unit Map Plan designation attached hereto as Exhibit "F", i.e. one vote per residential dwelling unit allowed to said Additional Lands. At such time as each such Additional Lands Owner sells Lots or Living Units to third parties, the Owners purchasing such Lots or Living Units shall become members and the Additional Lands Owner shall thereafter not have the votes applicable to those Lots or Living Units. The votes of Owners within Submitted Additional Lands shall be cast by their respective Neighborhood Association to the same extent as is applicable to other Owners except that the votes of each Additional Lands Owner shall be cast directly by it if a Neighborhood Association has not yet been formed for its lands.

(C) Sections 5.9, 5.11, 5.18, 5.20 and all of Section 6 of the Declaration shall not apply to the Submitted Additional Lands, except as follows:

(i) In all events and whether or not the Additional Lands shall be submitted to this Declaration by Declarant or by any Additional Land Owner, the Additional Lands shall be allocated the number of residential units described on Exhibit F;

(ii) Section 5.2 shall apply to the Submitted Additional Lands, but no Additional Lands Owner shall be required to obtain any consent or approval of the ARC, and no action by the Association may be taken on the Submitted Additional Lands without the prior written consent of the Additional Lands Owner.

(iii) Except as to those provisions of Section 5 which are not applicable to Submitted Additional Lands and as to Sections 5.3, 5.4, 5.5 (other than discretionary rights to designate natural and unimproved areas) and Section 5.6, each Additional Lands Owner shall have all rights and powers of the Declarant, any Developer, the Association, the Board and/or the ARC under Section 5 with respect to Submitted Additional Lands, and the Declarant, the Association, any Developer, the Board and the ARC shall only have those rights and powers as to Submitted Additional Lands which are approved by the applicable Additional Lands Owner, which approval shall not be unreasonably withheld or delayed.

(D) Section 7 of this Declaration shall apply to the Submitted Additional Lands, except as follows:

(i) No easements established by, under or in accordance with Section 7.1 or Section 7.2 shall be located on the Submitted Additional Lands except in areas approved by the Additional Lands Owner whose consent shall not be unreasonably withheld or delayed;

(ii) Each Additional Lands Owner shall have all rights reserved to the Declarant under Section 7.1 and Section 7.2 to establish and/or grant easements within the Community, so long as such easements are established or granted in the Submitted Additional Lands or, subject to Association approval, which shall not be unreasonably withheld or delayed, in the Common Areas; and

(iii) Each Additional Lands Owner (including its designees and contractors) shall have all rights of the Declarant under Section 7.5 with respect to the Submitted Additional Lands and Common Areas.

(E) Section 8 of this Declaration shall apply with respect to the Submitted Additional Lands, except as provided in (i) or (ii) below. In addition, certain provisions of (i) and (ii) below shall apply to all Additional Lands, whether or not they become Submitted Additional Lands.

(i) It is intended that the Additional Lands be benefitted by easements in favor of the from time to time Owners thereof, whether or not all or any of the Additional Lands become Submitted Additional Lands pursuant to a Submission Instrument. In that connection, Declarant hereby dedicates perpetual, appurtenant non-exclusive easements for the purpose set forth below in favor of the Owners, their heirs, personal representatives, successors, and assigns, of the Additional Lands, on, over, under and across the following Tracts and/or other areas shown on the Plat: (a) Tract A, for ingress and egress; (b) Tract B, for open space and drainage

purposes; (c) Tract C, for drainage, water management, and lake purposes; (d) Tract D, for drainage, water management, and lake purposes; (e) Tract F, for drainage, water management and lake purposes; (f) Tract G, for clubhouse and other recreational purposes; (g) Tract H, for a preservation and open space area; (h) Tract I, for drainage, water management and lake purposes; (i) Tract J, for recreational purposes; (j) Tract K, for open space and related uses; (k) Tract M, for ingress and egress and drainage purposes; (l) Tract N, for utilities, drainage and water management purposes; (m) Tract O, for drainage and water management purposes; (n) all lake drainage and maintenance, drainage, water management and public and private utility easements shown on or created by the Plat; and (o) with respect to all of the foregoing Tracts shown on the Plat, as well as Tract E shown on the Plat, utilities, drainage, and water management easements at locations required to serve the Additional Lands and reasonably acceptable to the Declarant and Association and/or required by any utility company, governmental entity or agency, or land use or development permit applicable to the Community or the Additional Lands. The foregoing notwithstanding, upon development of the Additional Lands and occupancy of improvements thereon, the Additional Lands, or portion thereof, so developed and occupied shall be submitted to this Declaration pursuant to a Submission Instrument and, thereafter, the Owners of the Units and Living Units on the Submitted Additional Lands so submitted shall pay assessments for the maintenance and repair of the Common Areas as provided in (F) below (but otherwise shall not be required to pay any fees, rents or other charges for use of the Common Areas except to the extent all Owners are required to pay such fees, rents or charges and only such other fees, rents and other charges for use of the Common Areas as are required to be paid by all other Owners).

(ii) Each Additional Lands Owner of Submitted Additional Lands shall have the right to:

(a) Designate and convey Common Areas which it owns to the Association on the same basis as the Declarant; and

(b) Enter upon and, subject to Association approval, which shall not be unreasonably withheld or delayed, improve the Common Areas on the same basis as Declarant may do, and such rights shall continue until the Additional Lands Owner has completed the development of all of its Submitted Additional Land.

(F) Section 9 of this Declaration applies to Submitted Additional Lands, except as follows:

(i) As to Section 9.2(c), (i) Declarant shall not have the right to subject any portion of the Additional Lands to the assessment and lien provisions of Section 9 unless it then owns the same and has the consent of the holders of all mortgages encumbering such lands; and (ii) no Additional Lands Owner of Submitted Additional Lands shall be deemed under any circumstances to have the obligations (or any of them) of Declarant to subsidize the general operating expenses of the Association; and

(ii) Section 9.12 shall not apply to Submitted Additional Lands.

(G) Section 11 of this Declaration applies to Submitted Additional Lands, except as follows:

(i) Sections 11.1, 11.2, 11.4 and 11.5 shall not apply to Submitted Additional Lands; and

(ii) As to Section 11.7, Declarant's designation of Voting Groups is subject to approval by each Additional Lands Owner; provided, however, that Declarant's designation of Voting Groups or Districts shall be within Declarant's reasonable discretion and shall be considered binding unless Declarant's designation unreasonably and unfairly discriminates against or unreasonably and untimely adversely affects any Additional Lands Owner in which case Declarant shall redesignate Voting Districts or Groups at the request of an Additional Lands Owner upon the submittal of Additional Lands by such Additional Lands Owner and so as to cure any such discrimination or adverse effect.

(H) Section 12 of this Declaration shall apply to Submitted Additional Lands, except that approval of the ARC shall not be required as to any repair, replacements or reconstruction of improvements on Submitted Additional Lands.

(I) Section 13 of this Declaration applies to Submitted Additional Lands, except as follows:

(i) Each Additional Lands Owner, and its heirs, personal representatives, successors, assigns and designees, shall have all of the rights of the Declarant and any Developer under Section 13.1 with respect to all Submitted Additional Lands and the Common Areas;

(ii) No assignment of rights by Declarant under Section 13.2 shall affect or impair the rights of Additional Lands Owners hereunder; and

(iii) At such time as an Additional Lands Owner submits Additional Lands to this Declaration, each Additional Lands Owner shall have all rights of the Declarant under Section 13.4 as to the Common Areas and Submitted Additional Lands owned by it.

(J) Sections 14, 15 and 16 and all other provisions of this Declaration not specifically mentioned in (A) through (I) above apply to Submitted Additional Lands.

17.5 Additional Lands Generally; Block E Lots. Each Additional Lands Owner shall in all events have such rights under this Declaration as are required to develop, construct, market and sell the Submitted Additional Lands and Lots and Living Units thereon in a manner consistent with the RPD and other applicable governmental permits, as amended from time to time. No consent or approval of Declarant, any Developer, the Association or the Board required hereunder shall ever be unreasonably withheld or delayed when required by an Additional Lands Owner. The rights of each Additional Lands Owner and/or the benefits to Additional Lands and/or Submitted Additional Lands hereunder shall run with the land and benefit the heirs, personal representatives, successors and assigns of each Additional Lands Owner, except that no individual owner of a Lot or Living Unit located on Submitted Additional Lands shall, absent a specific written recorded assignment, acquire the rights of an Additional Lands Owner hereunder, except those rights held by all Owners. None of the Governing Documents may be amended to the detriment of any Additional Lands Owner or its Additional Lands without the prior written consent of the Additional Lands Owner. In the event that the holder of any mortgage granted by Declarant on the lots described on Exhibit E or any other person acquires title to such lots by foreclosure of such mortgage or deed in lieu thereof, the acquirer shall be deemed an Additional Lands Owner and the lots acquired shall be deemed Submitted Additional Lands at the election of such acquirer.

IN WITNESS WHEREOF, U.S. Home Corporation, a Delaware corporation, hereby executes this Declaration.

Witnesses:

U.S. HOME CORPORATION,
a Delaware corporation

Print name: BARBARA J. UPTON

By: [Signature]

Print name: CONSTANTINE BENETIS

HERITAGE COVE - MASTER DECLARATION

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was executed before me this 1 day of October, 1999, by Peter R. Comeau, Regional Vice President U.S. Home Corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.

Janet L. Nipper
Signature of Notary Public

Print, Type, or Stamp Commissioned Name
of Notary Public (Affix Notarial Seal)

JANET L. NIPPER
Print name



JANET L. NIPPER
My Commission CC543199
Expires Mar. 27, 2000

EXHIBIT A

DESCRIPTION OF LANDS SUBJECT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HERITAGE COVE

All of the property within the plat of Heritage Cove, Phase I, according to the plat thereof recorded in Plat Book 64, pages 90 through 100, of the public records of Lee County, Florida, excepting the following:

Block B, Block C, Block D, Block F, Block G, and all of Tract E,
all as shown on the said plat, less and except:

that portion of Tract E described as follows:

a parcel of land being part of Rivervue Park, Section 28, Township 45 South, Range 24 East, as recorded in Plat Book 7, Page 36, of the public records of Lee County, Florida, said parcel of land being more particularly described as follows:

from the point of commencement being the Northwest corner of said Section 28; thence S. 00°26'13" W., along the West line of the Northwest 1/4 of said Section 28 for 965.92 feet; thence S. 89°33'47" E., for 542.08 feet to the point of beginning; thence N. 78°07'57" E., for 303.11 feet to a point on a curve to the right, having: a radius of 438.83 feet, a central angle of 10°02'44", a chord bearing of S. 30°37'11" W., and a chord length of 76.84 feet; thence along the arc of said curve, an arc length of 76.94 feet to the point of reverse curvature of a curve to the left, having: a radius of 87.00 feet, a central angle of 36°16'55", a chord bearing of S. 17°30'05" W. and a chord length of 54.18 feet; thence along the arc of said curve, an arc length of 55.09 feet to the point of compound curvature of a curve to the left, having: a radius of 297.00 feet, a central angle of 51°52'48" feet, a chord bearing of S. 26°34'46" E. and a chord length of 259.83 feet; thence along the arc of said curve, an arc length of 268.93 feet to the point of tangency of said curve; thence S. 52°31'10" E., for 124.90 feet; thence S. 25°34'00" W., for 246.13 feet to a point on a curve to the right, having: a radius of 425.00 feet, a central angle of 12°11'32", a chord bearing of N. 47°10'52" W. and a chord length of 90.27 feet; thence along the arc of said curve, an arc length of 90.44 feet to the point of reverse curvature of a curve to the left, having: a radius of 425.00 feet, a central angle of 25°31'24", a chord bearing of N. 53°50'48" W. and a chord length of 187.76 feet; thence along the arc of said curve, an arc length of 189.32 feet to the point of reverse curvature of a curve to the

right, having: a radius of 175.00 feet, a central angle of $67^{\circ}21'38''$, a chord bearing of N. $32^{\circ}55'41''$ W. and a chord length of 194.10 feet; thence along the arc of said curve, an arc length of 205.74 feet to the point of reverse curvature of a curve to the left, having: a radius of 1025.00 feet, a central angle of $13^{\circ}00'58''$, a chord bearing of N. $05^{\circ}45'21''$ W. and a chord length of 232.35 feet; thence along the arc of said curve, an arc length of 232.85 feet to the point of reverse curvature of a curve to the right, having: a radius of 375.00 feet, a central angle of $03^{\circ}03'20''$, a chord bearing of N. $10^{\circ}44'10''$ W. and a chord length of 20.00 feet; thence along the arc of said curve, an arc length of 20.00 feet to the point of beginning. Said parcel contains 3.4266 acres, more or less.

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE COVE COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on August 18, 1999, as shown by the records of this office.

The document number of this corporation is N99000004933.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighteenth day of August, 1999



CR2EO22 (1-99)

EXHIBIT B

Katherine Harris

Katherine Harris
Secretary of State