

**This document was prepared by  
and should be returned to:**

**Lee Stuart Smith  
HOLLAND & KNIGHT LLP  
P.O. Box 1526  
Orlando, Florida 32801**

**DECLARATION OF MASTER COVENANTS, CONDITIONS  
AND RESTRICTIONS  
OF  
VISTA LAKES**

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**DECLARATION OF MASTER COVENANTS, CONDITIONS AND  
RESTRICTIONS OF  
VISTA LAKES**

THIS DECLARATION OF MASTER COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this day of \_\_\_\_\_, 2000, by TERRABROOK VISTA LAKES, L.P., a Delaware limited partnership (the "Declarant").

**PART ONE: INTRODUCTION TO THE COMMUNITY**

**Article I  
CREATION OF THE COMMUNITY**

1.1. Purpose and Intent. The Declarant intends by the recording of this Declaration to revise and more specifically **define** the general plan of development for the residential portions of the master planned community known as Vista Lakes (the "Properties"). This Declaration provides a flexible procedure for the future **expansion** of the Properties to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising the Properties. An integral part of the development plan is the Vista Lakes Community Association, Inc., an association comprised of **all** owners of real property in the Properties, which owns, operates and maintains various common areas and community improvements and which also administers and enforces this Declaration and the other Governing Documents referred to in this Declaration.

This Declaration does not and is not intended to create a condominium within the meaning of the Florida Condominium Act, Florida Statutes Section 718.101, et seq.

1.2. Binding Effect All property described on Exhibit "A," and any additional property which is made a **part** of the Properties in the future by **filing** of one or more Supplemental Declarations in the Official Records, shall be owned, conveyed and used subject to **all** of the provisions of this Declaration, which shall run with the title to such property. This Declaration shall be binding upon all Persons having any right, title, or interest in any portion of the Properties, their heirs, successors, successors-in-title, and assigns.

1.3. Governing Documents. The Governing Documents create a general plan of development for the Properties which may be supplemented by additional covenants, restrictions and easements applicable to particular Neighborhoods within the Properties. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, **and/or** the provisions of any other articles of incorporation, by-laws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Properties

from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration.

All provisions of the Governing Documents shall apply to all Owners and to all occupants of Units and Rental Property, as well as their respective tenants, guests and invitees. Any lease or rental agreement for a Unit or dwelling within the Rental Property shall provide that the lessee and all occupants of the leased Unit shall be bound by the terms of the Governing Documents. Specific requirements for lessees and tenants are set forth in the initial Use Restrictions.

If any provision of this Declaration is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

## **Article II** **CONCEPTS AND DEFINITIONS**

The terms used in the Governing Documents shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below.

**2.1. "Architectural Guidelines".** The architectural, design, and construction guidelines, Unit and landscaping requirements, and review procedures adopted pursuant to Article IV, as they may be amended.

**2.2. "Area of Common Responsibility".** The Common Area, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration, any Supplemental Declaration or other applicable covenants, contracts, easements or agreements. The Area of Common Responsibility may include, without limitation, road right-of-way, conservation easements, **lakes**, open space, parks, public areas, and portions of or all of the Surface Water Management System within the Master Plan, regardless of whether such areas are made a part of the Common Area.

**2.3. "Association".** Vista Lakes Community Association, Inc., a Florida not for profit corporation, its successors or assigns.

**2.4. "Base Assessment".** Assessments levied on **all** Units and Rental Property subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as determined in accordance with Section 8.1.

**2.5. "Board of Directors" or "Board".** The body responsible for administration of the Association, selected as provided in the By-Laws and

generally serving the same role as the board of directors under Florida corporate law.

2.6. "Builder". Any Person who purchases one or more Units or portions of Rental Property for the purpose of constructing improvements for later sale to consumers, or who purchases one or more parcels of land within the Properties for further subdivision, development, **and/or** resale in the ordinary course of such Person's business.

2.7. "By-Laws". By-Laws of Vista Lakes Community Association, Inc.

2.8. "CDD". The Vista Lakes community Development District or such other community development district as created by ordinance by the City of Orlando with **responsibility** for maintaining various common improvements within Vista Lakes.

2.9. "Class "C" Control Period". The period of time during which the Class "C" Member is entitled to appoint a majority of the members of the Board as provided in Section 6.2(d).

2.10. "Common Area". **All** real and personal property, including easements, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners. The term shall include the Exclusive Common **Area**, as defined below.

2.11. "Common Expenses". **The** actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of **all** Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not include any expenses incurred during the Class "C" Control Period for initial development or other original construction costs unless approved by more than 50% of the combined Class "A" and Class "B" votes in the Association.

2.12. "Community-Wide Standard". The standard of conduct, maintenance, or other activity generally **prevailing** throughout the Properties. Such standard shall be established initially by the Declarant and may be more specifically **defined** in the Architectural Guidelines, the Use Restrictions, and in Board resolutions.

2.13. "Covenant to Share Costs". An agreement creating easements and setting forth a covenant to share costs executed by Declarant and recorded in the Official Records for the benefit of the Association and the present and future owners of the real property subject to such Covenant to Share Costs and which obligates the Association and such owners to share the costs of maintaining certain property described in such Covenant to Share Costs. For example and without limitation, the Association and a commercial property owners association may be subject to a

Covenant to Share Costs which allocates certain rights, responsibilities, and expenses between such entities.

**2.14. "Declarant".** Terrabrook Vista Lakes, L.P., a Delaware limited partnership or any successor or assign who takes title to any portion of the property described on Exhibits "A" or "B" for the purpose of development **and/or** sale, and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant, provided that there shall be only one declarant at any time.

**2.15. "Declaration".** This Declaration of Master Covenants, Conditions and Restrictions of Vista Lakes, as such may be amended and supplemented from time to time as provided herein.

**2.16. "Exclusive Common Area".** A portion of the Common Area primarily benefiting one or more, but less than all, Neighborhoods, as more particularly described in Article XII.

**2.17. "Governing Documents".** A collective term referring to this Declaration and any applicable Supplemental Declaration, the By-Laws, the Articles, the Architectural Guidelines, the Use Restrictions, and the Rules and Regulations, as they may be amended.

**2.18. "Master Plan".** The most recent Land Use Plan for the development of Vista Lakes approved by the City of Orlando, Florida, as it may be amended, which includes all of the property described on Exhibit "A" and all or a portion of the property described on Exhibit "B". Inclusion of property on the Master Plan shall not, under any circumstances, obligate Declarant to subject such property to this Declaration, nor shall the omission of property described on Exhibit "B" **from** the Master Plan **bar** its later submission to **this** Declaration as provided in Article IX.

**2.19. "Member".** A Person subject to membership in the Association pursuant to Section 6.2.

**2.20. "Mortgage".** A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Unit or Rental Property. A "**Mortgagee**" shall refer to a beneficiary or holder of a Mortgage.

**2.21. "Neighborhood".** A group of Units **and/or** parcels of Rental Property designated in a supplemental declaration as a separate Neighborhood for purposes of sharing Exclusive Common Areas **and/or** receiving other benefits or services from the Association which are not provided to all Units or parcels of Rental Property within the Pproperties, **and/or** for the purpose of electing Neighborhood Representatives as provided in Section 6.3. A Neighborhood may be comprised of more than one housing type and may include noncontiguous parcels of property.

2.22. **"Neighborhood Assessments"**. Assessments levied against the Units and/or Rental Property in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses, as described in Section 8.2.

2.23. **"Neighborhood Expenses"**. The actual and estimated expenses which the Association incurs or expects to incur for the benefit of Owners of property within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may specifically be authorized pursuant to this Declaration or in the Supplemental Declaration(s) applicable to such Neighborhood(s).

2.24. **"Owner"**. One or more Persons who hold the record title to any Unit or Rental Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

2.25. **"Neighborhood Representative"**. The representative selected by the Class "A" Members within each Neighborhood pursuant to Section 6.3(b) to cast the Class "A" votes attributable to their Units on **all** matters requiring a vote of the membership (except as otherwise specifically provided in this Declaration and in the By-Laws). Where the context permits or requires, the term "Neighborhood Representative" shall also refer to alternate Neighborhood Representatives acting in the absence of the Neighborhood Representative and any Owners authorized personally to cast the votes for their respective Units pursuant to Section 6.3(b).

2.26. **"Person"**. A natural person, a corporation, a partnership, a trustee, or any other legal entity.

2.27. **"Prouerties"**. The real property described on Exhibit "A," together with such additional property as is subjected to this Declaration in accordance with Article IX.

2.28. **"Official Records"**. The public land records of Orange County, Florida.

2.29. **"Rental Property"**. A portion of the Properties owned by a Person and zoned for development, use, and occupancy as multi-family rental apartment dwellings. The term **shall** refer to the land, if any, which is part of the Rental Property as well as **any** improvements thereon, whether improved or unimproved. A Unit (single family or a condominium) shall not be Rental Property under this Declaration, regardless of whether such property is leased or rented. **Only** property and improvements zoned for, developed, and occupied as multi-family rental apartments shall be Rental Property.

Rental Property shall be assigned a number of dwellings for assessment liability and voting rights based on the number of rental apartments existing or to be constructed on the parcel. In the case of a parcel of vacant land or land on which

improvements are under construction, the parcel shall be deemed to contain the number of dwellings designated for rental apartment use for such parcel on the Master Plan, land use plan, development plan, or the site plan approved by Declarant, whichever is more recent, until such time certificates of occupancy have been issued for the Rental Property. Thereafter, the developed Rental Property shall be assigned the number of dwellings equal to the number of dwellings approved under the certificates of occupancy issued. Any portion of the Rental Property to be developed which has not received certificates of occupancy shall continue to be treated in accordance with this paragraph.

**2.30. "Rules and Regulations".** Board adopted Rules and Regulations which establish administrative procedures for internal Association governance and operating procedures for use of the Common Area and property included within the Area of Common Responsibility. The Board may adopt new or alter Rules and Regulations in its discretion from time to time.

**2.31. "Special Assessment".** Assessments levied in accordance with Section 8.4.

**2.32. "Specific Assessment".** Assessments levied in accordance with Section 8.5.

**2.33. "Supplemental Declaration".** An instrument filed in the Official Records pursuant to Article IX which subjects additional property to this Declaration, designates Neighborhoods, creates additional classes of Members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

**2.34. "Surface Water Management System".** Any portion of the open space consisting of swales, inlets, culverts, retention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water.

**2.35. "Unit".** A portion of the Properties owned by a Person and zoned for development, use, and occupancy as an attached or detached residence for a single family, regardless of whether the Unit is improved or unimproved. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. In the case of a building within a condominium or other structure containing multiple dwellings, except for Rental Property, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Plan or the site plan approved by Declarant, whichever is more recent, until such time as a subdivision

plat or condominium plat is filed of record on all or a portion of the parcel. Thereafter, the portion encompassed by such plat shall contain the number of Units determined as set forth in the preceding paragraph and any portion not encompassed by such plat shall continue to be treated in accordance with this paragraph.

2.36. "Use Restrictions". The initial use restrictions set forth on Exhibit "C," as they may be supplemented, modified and repealed pursuant to Article III.

**PART TWO: CREATIO AND MAINTENANCE OF COMMUNITY STANDARDS**

**Article III  
USE AND CONDUCT**

3.1. Framework for Regulation. The Governing Documents establish, as part of the general plan of development for the Properties, a framework of affirmative and negative covenants, easements and restrictions which govern the Properties. However, within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technology which inevitably will affect the Properties, its Owners and residents. Toward that end, this Article establishes procedures for **modifying** and expanding the initial Use Restrictions set forth on Exhibit "C" which shall bind all Owners and occupants as covenants running with the land.

3.2. Authority to Enact<sup>N</sup> Use Restrictions.

(a) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and its Members, the Board may enact, modify, cancel, limit, create exceptions to, or expand the Use Restrictions. The Board shall give notice of any such proposed action in accordance with Florida law but at least 15 business days prior to the Board meeting at which such action is to be considered by posting notice at the Association's office and broadcasting notice to the Association via cable or community information television channel, or other medium readily available throughout the community. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken.

Such action shall become effective, after compliance with subsection (c) below, unless disapproved at a meeting by: (i) more than 50% of the combined Class "A" and Class "B" votes in the Association, and (ii) the Class "C" Member, if any. The Board shall have no obligation to call a meeting to consider disapproval except upon receipt of a petition of the Members as required for special meetings in the By-Laws. Upon such petition of the Members prior to the effective date of any Board

action under this Section 3.2(a), the proposed action shall not become effective until after such meeting is held, and then subject to the outcome of such meeting.

(b) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt Use Restrictions which modify, cancel, limit, create exceptions to, or expand the Use Restrictions by a vote of (i) more than 50% of the combined Class "A" and Class "B" votes in the Association, and (ii) the approval of the Class "C" Member, if any.

(c) At least 15 days prior to the effective date of any action taken under subsections (a) or (b) of this Section, the Board shall report on the new Use Restriction or explanation of any changes to the Use Restrictions in the Association's resident's report, cable or community information television channel, or other medium readily available throughout the Properties which shall **specify** the effective date. The Association shall provide, without cost, a copy of the Use Restrictions then in effect to any requesting Member or Mortgagee.

(d) Nothing in **this** Article shall authorize the Board or the Members to modify, repeal or expand the Architectural Guidelines. In the event of a conflict between the Architectural Guidelines and the Use Restrictions, the Architectural Guidelines shall control.

(e) Procedures required under this Section shall not apply to enactment and enforcement of Rules and Regulations unless the Board chooses in its discretion to submit to such procedures. Examples of such Rules and Regulations which may be enacted, amended and modified by Board resolution in its sole discretion shall include, but not be **limited** to, administrative procedures, traffic regulations, and parking rules on the Common Area. The Board shall exercise business judgment in the enactment, amendment, and enforcement of such Rules and Regulations.

**3.3. Owners' Acknowledgment and Notice to Purchasers.** ***All*** Owners, are given notice that use of their Units, their Rental Property, and the Common Area is bound, restricted, and limited by the Use Restrictions as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit or Rental Property can be affected by this provision and that the Use Restrictions may change from time to time. ***All*** purchasers are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions may be obtained from the Association.

**3.4. Protection of Owners and Others.** No Use Restriction shall be adopted in violation of the following provisions, except as may be **specifically** set forth in this Declaration (either initially or by amendment) or in the initial Use Restrictions set forth on Exhibit "C":



(a) **Household Composition.** No Use Restriction shall interfere with the **freedom** of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit or dwellings within Rental Property on the basis of the size and facilities of the Unit or Rental Property and such Unit's or Rental Property's occupants fair use of the Common Area.

(b) **Activities Within Dwellings.** No Use Restriction shall interfere with the activities carried on within the confines of dwellings, except that the Association may prohibit activities not normally associated with property restricted to residential use, and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Units, that cause offensive odors, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling, or that create an unreasonable source of annoyance.

(c) **Allocation of Burdens and Benefits.** No Use Restriction shall alter the allocation of financial burdens among the various Units or rights to use the Common Area to the detriment of any Owner over that Owner's objection expressed in writing to the Association. Nothing in this provision shall prevent the Association from changing the Common Area available, from adopting generally applicable Rules and Regulations for use of Common Area, or **from** denying use privileges to those who abuse the Common Area or violate the Governing Documents. This provision does not affect the right to increase the amount of assessments as provided in Article VIII.

(d) **Alienation.** No Use Restriction shall prohibit leasing or transfer of any Unit or Rental Property, or require consent of the Association or Board for leasing or transfer of any Unit or Rental Property. However, the Association or the Board may require a minimum lease terms for residential Units. The Association may impose administrative fees on the lease, rental, or transfer of any Unit, Rental Property, or dwelling contained in Rental Property, based on the reasonable costs to the Association.

(e) **Abridging Existing Rights.** If any Use Restriction would otherwise require Owners to dispose of personal property which they maintained in or on their property prior to the effective date of such Use Restriction, or to vacate a dwelling in which they resided prior to the effective date of such Use Restriction, and such property was maintained or such occupancy was in compliance with this Restriction, Declaration and **all** Use Restrictions previously in force, such Use Restriction shall not apply to any such Owners without their written consent.

(f) Reasonable Rights to Develop. No Use Restriction or action by the Association or Board shall unreasonably impede the Declarant's right to develop the Properties.

The limitations in subsections (a) through (i) of this Section 3.4 shall only limit the authority to enact Use Restrictions exercised under Section 3.2; they shall not apply to amendments to this Declaration or Exhibits adopted in accordance with Article XIX.

#### **Article IV** **ARCHITECTURE AND LANDSCAPING**

**4.1. General.** No structure or thing shall be placed, erected, installed or posted on the Properties and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Properties, except in compliance with this Article and the Architectural Guidelines.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications for the particular Unit or Rental Property. Any Owner may remodel, paint or redecorate the interior of his or her Unit or Rental Property without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit or Rental Property visible from outside the structure shall be subject to approval.

All dwellings **constructed** on any portion of the Properties shall be designed by and built in accordance with the plans and **specifications** of a licensed architect or other qualified person as may otherwise be approved by the **Declarant** or its designee in its sole discretion.

This Article **shall** not apply to the activities of the Declarant, nor to activities of the Association during the Class "C" Control Period.

**4.2. Architectural Review.**

(a) By Declarant. Until 100% of the property described on Exhibits "A" and "B" has been developed and conveyed to Owners other than Builders, the Declarant retains the right to exercise architectural review under this Article. There shall be no prior surrender of this right except as provided in this Section. Each Owner or occupant, by accepting any interest in any portion of the Properties, acknowledges that, as the developer and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve and enhance the general plan of development for Vista Lakes and do not impair the Declarant's ability to market, sell, or lease its property. Therefore, each

Owner agrees that no activity within the scope of this Article ("Work") shall be commenced on such Owner's Unit or Rental Property unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the sole discretion of Declarant or its designee. In reviewing and acting upon any request for approval, Declarant or its designee shall be acting solely in the interest of the Declarant and shall owe no duty to any other Person.

The Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. The Declarant may from time to time, but shall not be obligated to, delegate all or a portion of its reserved rights under this Article to an architectural review committee appointed by the Association's Board of Directors (the "ARC"). Any such delegation shall be in writing, specifying the scope of responsibilities delegated, and shall be subject to (i) the right of Declarant to revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) the right of Declarant to veto any decision within ten days which Declarant determines, in its sole discretion, to be inappropriate or inadvisable for any reason. So long as the Declarant has any rights under this Article, the jurisdiction of the ARC shall be limited to such matters as are specifically delegated to it by the Declarant.

(b) Architectural Review Committee. Upon delegation by Declarant or upon expiration or termination of the Declarant's rights under this Article, the Association, acting through the ARC, shall assume jurisdiction over architectural matters hereunder. Subject to the Declarant's authority in Section 4.2(a) and the Board's discretion to establish review and appeal procedures, decisions of the ARC shall be final. The ARC, when appointed, **shall** consist of at least three, but not more than seven, persons who shall serve and may be removed and replaced in the Board's discretion. The members of the ARC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers or similar professionals, whose compensation, if any, shall be established from time to time by the Board.

(c) Fees: Assistance. For purposes of this Article and the Use Restrictions, the entity having jurisdiction in a particular case shall be referred to as the "Reviewer." The Reviewer may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. The Declarant **and/or** the Association may employ architects, engineers, or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

#### 4.3. Guidelines and Procedures.

(a) Architectural Guidelines. The Declarant has prepared initial Architectural Guidelines which contain general provisions applicable to all of the Properties as well as specific provisions which may vary from Neighborhood to Neighborhood. The Architectural Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Reviewer in considering applications hereunder. The Architectural Guidelines are not the exclusive basis for decisions of the Reviewer and compliance with the Architectural Guidelines does not guarantee approval of any application.

The Declarant shall have sole and full authority to amend the Architectural Guidelines as long as it owns any portion of the Properties or has a right to expand the Properties pursuant to Section 9.1, notwithstanding a delegation of reviewing authority to the ARC, unless the Declarant also delegates the power to amend to the ARC. Upon termination or delegation of the Declarant's right to amend, the ARC shall have the authority to amend the Architectural Guidelines with the consent of the Board. Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved **construction** or modification has commenced. There shall be no limitation on the scope of amendments to the Architectural Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Architectural Guidelines less restrictive.

The Reviewer **shall** make the Architectural Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Architectural Guidelines may be recorded in the Official Records, in which event the recorded version, as it may unilaterally be amended from time to time, shall control in the event of any dispute as to which version of the Architectural Guidelines was in effect at any particular time.

(b) Procedures. Prior to commencing any Work within the scope of this Article, an Owner shall submit to the appropriate Reviewer an application for approval of the proposed Work in such form as the Architectural Guidelines or the Reviewer may specify. Such application shall include plans and specifications ("Plans") showing site layout, distances **from** structures located on adjacent Units or Rental Property, structural design, exterior elevations, exterior materials and colors, landscaping, drainage, exterior lighting, irrigation, and other features of proposed construction, as applicable. The Architectural Guidelines and the Reviewer may require the submission of such additional information as may be reasonably necessary to consider any application.

In reviewing each submission, the Reviewer may consider any factors it deems relevant, including, without **limitation**, harmony of external design with surrounding structures and environment. Decisions may be based on purely

aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability **and/or** attractiveness of particular improvements.

The Reviewer shall, within 30 days after receipt of a completed application **and all required information** respond in writing to the applicant at the address specified in the application. The response may (i) approve the application, with or without conditions; (ii) approve a portion of the application and disapprove other portions; or (iii) disapprove the application. The Reviewer may, but shall not be obligated to, specify the reasons for any objections **and/or** offer suggestions for curing any objections.

In the event that the Reviewer fails to respond in a timely manner, the Owner seeking approval shall request a response from the Reviewer by certified mail, return receipt requested. If the Reviewer fails to respond within 30 days after receipt of such request, approval shall be deemed to have been given, subject to the Declarant's right to veto approval by the ARC pursuant to this Section. However, no approval, whether expressly granted or deemed granted pursuant to the foregoing, shall be inconsistent with the Architectural Guidelines unless a variance has been granted pursuant to Section 4.5. Notice shall be deemed to have been given at the time the envelope containing the response is deposited with the U.S. Postal Service. Personal delivery of such written notice shall, however, be sufficient and shall be deemed to have been given at the time of delivery to the applicant.

Until expiration of the Declarant's rights under this Article, the ARC shall **notify** the Declarant in writing within three business days after the ARC has approved any application relating to proposed work within the scope of matters delegated to the ARC by the Declarant. The notice shall be accompanied by a copy of the application and any additional information which the Declarant may require. The Declarant shall have 10 days after receipt of such notice to veto any such action, in its sole discretion, by written notice to the ARC and the applicant.

If construction does not commence on a project for which Plans have been approved **within** one year after the date of approval, such approval shall be deemed withdrawn and it shall be necessary for the Owner to reapply for approval before commencing the proposed Work. Once construction is commenced, it shall be diligently pursued to completion. All Work shall be completed within one year of commencement unless otherwise specified in the notice of approval or unless the Reviewer grants an extension in writing, which it **shall** not be obligated to do. If approved Work is not completed within the required time, it shall be considered nonconforming and shall be subject to enforcement action by the Association, the **Declarant** or any aggrieved Owner.

**4.4. No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Article will change from time to time and

that opinions on aesthetic matters, as well as interpretation and application of the Architectural Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the Reviewer may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

4.5. Variances. The Reviewer may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted Rules and Regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Reviewer from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

4.6. Limitation of Liability. The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties but shall not create any duty to any Person. Review and approval of any application pursuant to this Article is made on the basis of aesthetic considerations only and the Reviewer shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications. Review and approval does not ensure compliance with building codes and other governmental requirements, or ensure that all dwellings are of comparable quality, value or size or of similar design. The Declarant, the Association, the Board, any committee, or member of any of the foregoing shall not be held liable for: (i) soil conditions, drainage or other general site work, (ii) any defects in plans revised or approved hereunder, or (iii) any injury, damages, or loss arising out of the manner or quality of approved construction or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Association as provided in Section 7.6.

4.7. Certificate of Compliance. Any Owner may request that the Reviewer issue a certificate of architectural compliance **certifying** that there are no known violations of this Article or the Architectural **Guidelines** with **respect** to such Owner's Unit or Rental Property. The Reviewer shall either grant or deny such request within 30 days after receipt of a written request and may charge a reasonable administrative fee for issuing such certificates. Issuance of such a **certificate** shall estop the Association from taking enforcement action with respect

to any condition as to which the Association had notice as of the date of such certificate.

## **Article V** **MAINTENANCE AND REPAIR**

5.1. **Maintenance of Units and Rental Property.** Each Owner shall maintain his or her Unit or Rental Property and **all** landscaping and improvements comprising the property in a manner consistent with the Governing Documents, the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such property.

In areas other than those where the Association assumes maintenance responsibility, each Owner shall also be responsible for maintaining and irrigating the landscaping within that portion of any adjacent Common Area or public right-of-way lying between the Unit or Rental Property boundary and any wall, fence, curb, or water's edge located on the Common Area or public right-of-way; provided, there shall be no right to remove trees, shrubs or similar vegetation from this area without prior approval pursuant to Article IV.

Upon resolution of the Board, the Owners within each Neighborhood shall be responsible for paying, through Neighborhood Assessments, the costs of operating, maintaining and insuring certain portions of the Area of Common Responsibility within or adjacent to such Neighborhood. This may include, without limitation, the costs of maintaining any **signage**, entry features, gates, limited access roads, right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Neighborhoods which are similarly situated shall be treated the same.

The Association may assume maintenance responsibility for property within any Neighborhood, in addition to that designated by any Supplemental Declaration, either by agreement with the Neighborhood or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. **All** costs of maintenance **and** insurance pursuant to this paragraph shall be assessed as a Neighborhood Assessment only against the property within the Neighborhood to which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class.

5.2. **Responsibility for Repair and Replacement.** Unless otherwise specifically provided in the Governing Documents or in other instruments creating

and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Community-Wide Standard.

By virtue of taking title to a Unit or Rental Property, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on his or her Unit or Rental Property, less a reasonable deductible.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising his or her Unit or Rental Property, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article IV. Alternatively, the Owner shall clear the property and maintain it in a neat and attractive, landscaped condition consistent with the Community-Wide Standard. The Owner shall pay any costs which are not covered by insurance proceeds.

Additional recorded covenants applicable to any Neighborhood may establish more stringent requirements for insurance and more stringent standards for rebuilding or reconstructing structures on the property within such Neighborhood and for clearing and maintaining the property in the event the structures are not rebuilt or reconstructed.

### **PART THREE: COMMUNITY GOVERNANCE AND ADMINISTRATION**

#### **Article VI THE ASSOCIATION AND ITS MEMBERS**

6.1. Function of Association. The Association shall be the master association within the Properties and the entity responsible for management, maintenance, operation and control of the Area of Common Responsibility. The Association also shall be the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Florida.

6.2. Membership. Every Owner shall be a Member of the Association. There shall be only one membership per Unit owned by a Class "A" Member, and there shall be one membership per Rental Property owned by a Class "B" Member. If a Unit or Rental Property is owned by more than one Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(d) and in the By-Laws. All such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners. The membership rights of an Owner which is not a natural person may be exercised by any officer, director, partner or trustee, or by



the individual designated **from** time to time by the Owner in a written instrument provided to the Secretary of the Association.

(a) **Voting.** The Association shall have three classes of membership, Class "A," Class "B," and Class "C".

(b) **Class "A."** Class "A" Members shall be all Owners of residential Units except the Class "C" Member, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 6.2, except that there shall be only one vote per **Unit** and no vote shall be exercised for any property which is exempt from assessment under Section 8.9. All Class "A" votes shall be cast as provided in Section 6.2(d) below.

(c) **Class "B."** Class "B" Members shall be all Owners of Rental Property, except the Class "C" Member, if any. Class "B" Members shall have the number of votes equal to two-thirds of the total number of dwellings included within the Rental Property as determined in accordance with Section 2.29. All Class "B" votes shall be cast by the Member.

(d) **Class "C."** The sole Class "C" Member shall be the Declarant. The Class "C" membership shall terminate upon the first to occur of the following:

(i) when 75% of the maximum density of **dwellings** permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued thereon **and** have been conveyed to Persons other than Builders;

(ii) January 1, 2010; or

(iii) when, in its discretion, the Class "C" Member so determines and declares in a written instrument recorded in the Official Records.

During the Class "C" membership, the Declarant may appoint a majority of the members of the Board of Directors (also referred to as the "Class "C" Control Period") as more specifically provided in Article III of the By-Laws. Additional rights of the Class "C" Member, and the Declarant, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of the Governing Documents. After termination of the Class "C" Control Period, the Declarant shall have a right to disapprove certain actions of the Board and committees as provided in Section 3.18 of the By-Laws.

Upon termination of the Class "C" membership, the Declarant **shall** be a Class "A" Member or Class "B" Member, as appropriate, and entitled to Class "A" votes for each Unit which it owns and Class "B" votes for Rental Property which it owns.

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per Declarant

The **Declarant** may, by Supplemental Declaration, create additional classes of membership for the Owners of any additional property made subject to this Declaration pursuant to Article IX, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

(e) Exercise of Voting: Rights. Except as otherwise specified in this Declaration or the By-Laws, the vote for each Unit owned by a Class "A" Member shall be exercised by the Neighborhood Representative representing the **Neighborhood**, as provided in Section 6.3(b). The Neighborhood Representative may cast **all** such votes as it, in its discretion, deems appropriate.

In any situation where a Member is entitled personally to exercise the vote for his or her Unit, and there is more than one Owner of such Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it.

The voting rights of any Owner other than an owner of rental property may be assigned (for the duration of the lease only) by an Owner to its tenant, if the tenant has entered into a lease with a term of two (2) years or more; provided, however, that the Owner may not assign to such tenant any vote or votes not attributable to the property actually leased by such tenant. No such assignment shall be effective until written notice thereof has been received by the Association.

### 6.3. Neighborhoods.

(a) Neighborhood Designation. Each Unit and each Rental Property within the Properties shall be located within a Neighborhood. Exhibit "A" to this Declaration, and each Supplemental Declaration submitting additional property to this Declaration shall designate the property submitted thereby to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration pursuant to Section 9.1, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than 50% of the combined Class "A" and Class " B votes in the affected Neighborhoods.

(b) Neighborhood Representatives. The Class "A" Members in each Neighborhood shall be represented by a Neighborhood Representative who shall be responsible for casting all votes attributable to Units owned by Class "A" Members in the Neighborhood as to all Association matters requiring a membership vote,

except as otherwise specified in this Declaration or the By-Laws. Any Neighborhood officer or committee member may serve as the alternate. The Neighborhood Representative shall cast all the votes of the Class "A" Members in his or her Neighborhood as he or she deems appropriate in his or her discretion.

Neighborhood Representatives shall be selected not later than when 75% of the Units in such Neighborhood have been conveyed to a Person other than a Builder. Each Class "A" Member owning a Unit within the Neighborhood shall be entitled to cast one vote per Unit owned in Neighborhood elections, and the presence, in person or by proxy, of Class "A" Members representing at least 10% of the total Class "A" votes attributable to Units in the Neighborhood shall constitute a quorum at any Neighborhood meeting. Neighborhood Representatives and alternates shall serve a term of one year and until their successors are elected. Any Neighborhood Representative or alternate may be removed, with or without cause, upon the vote or written petition of a majority of the total number of Class "A" votes in the Neighborhood. Until such time as Neighborhood Representatives are selected for the Neighborhood, the Owners within such Neighborhood shall be entitled personally to cast the votes attributable to their respective Units on any issue requiring a membership vote under the Governing Documents.

## **Article VII** **ASSOCIATION POWERS AND RESPONSIBILITIES**

### **7.1. Acceptance and Control of Association Property.**

(a) The Association, through action of its Board, may acquire, hold, and dispose of tangible and intangible personal property and real property, subject to the provisions of Sections 16.9 and 18.4.

(b) The Declarant and its designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described on Exhibits "A" or "B." Such areas may include, without limitation, open space, parks, lakes, and the Surface Water Management System. The Association shall accept and maintain such property at its expense for the benefit of its Members, subject to any restrictions set forth in the deed or other instrument transferring such property to the Association. Upon written request of Declarant, the Association shall reconvey to Declarant any unimproved portions of the Properties originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

### **7.2. Maintenance of Area of Common Responsibility.**

(a) The Association shall maintain (unless otherwise assigned to another Person under this Declaration), in accordance with the Community-Wide Standard, the Area of Common Responsibility, which shall include, but need not be limited to any of the following which is not maintained by the CDD:

- (i) all portions of and structures situated upon the Common Area;
- (ii) landscaping within public rights-of-way within or abutting the Properties;
- (iii) such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, the Covenant to Share Costs, or any contract or agreement for maintenance thereof entered into by the Association;
- (iv) all ponds, streams **and/or** wetlands located within the Properties which serve as part of the Surface Water Management System for the Properties, including improvements and equipment installed therein or used in connection therewith;
- (v) any lakes, open space, conservation easements, or public areas serving or benefiting the Properties; and
- (vi) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation **and** repair of the surface water or stormwater management system.

The Association may maintain other property which it does **not** own, including, without limitation, property dedicated to the public or owned by the CDD, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which it does not own except to the extent that it has been negligent in the performance of its maintenance responsibilities.

(b) The Association shall maintain the facilities and equipment within the Area of Common Responsibility in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless: (i) at least 75% of the combined Class "A" and Class "B" votes, and (ii) the Class "C" Member, if any, approve discontinuing such operation.

Except as provided above, the Area of Common Responsibility shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of the Declarant as long as the Declarant owns any property described on Exhibits "A" or "B" of this Declaration.

(c) The costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense; provided, the Association may seek reimbursement from the **owner(s)** of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, the Covenant to Share Costs, other recorded covenants, or agreements with the **owner(s)** thereof. In addition, the Association may levy a Specific Assessment for reimbursement of damages to the Area of Common Responsibility from any Owner **and/or** occupant after providing such Person notice and an opportunity for a hearing pursuant to Section 3.23 of the By-Laws. Maintenance, repair and replacement of Exclusive Common Areas shall be a Neighborhood Expense assessed to the **Neighborhood(s)** such to which the Exclusive Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

### 7.3. Insurance.

(a) **Required Coverages.** The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical **loss**" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area and within the Area of Common Responsibility to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have ordinance or law coverage endorsements to provide adequate coverage for the **full** replacement cost of the insured improvements under current building ordinances and codes;

(ii) Commercial general liability insurance on the Area of Common Responsibility, insuring the Association and its Members for damage or **injury** caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, such coverage shall have a primary coverage limit of at least **\$1,000,000.00** per occurrence with respect to bodily injury, personal injury, and property damage, and a **\$5,000,000.00** umbrella liability policy; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(iii) Workers compensation insurance and employers liability insurance, if and to the extent required by law;

(iv) Directors and officers liability coverage;

(v) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's best business judgment but not less than an amount equal to one-sixth of the annual Base Assessments on **all** Units plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based upon the exclusion of Persons serving without compensation; and

(vi) Such additional insurance as the Board, in its best business judgment, determines advisable.

In addition, the Association **shall**, if so specified in a Supplemental Declaration applicable to any Neighborhood, obtain and maintain property insurance on the insurable improvements within such Neighborhood which insurance shall comply with the requirements of Section 7.3(a)(i), and liability insurance in such amounts as the Board determines appropriate. Any such policies shall provide for a **certificate** of insurance to be furnished upon request to the Owner so insured.

Premiums for **all** insurance on the Area of Common Responsibility **shall** be Common Expenses, except that (i) premiums for property insurance on Units or Rental Property within a Neighborhood shall be a Neighborhood Expense if so specified in a Supplemental Declaration for such Neighborhood; and (ii) premiums for insurance on Exclusive Common Areas may be included in the Neighborhood Expenses of the **Neighborhood(s)** to which such Exclusive Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(b) **Policy Requirements.** The Association **shall** arrange for an annual review of the sufficiency of its insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Orlando area. **All** Association policies shall provide for a certificate of

insurance to be furnished to the Association and, upon request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Neighborhood Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.23 of the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such **Owner(s)** and their Units as a Specific Assessment.

All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Florida which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and its Members. Policies secured on behalf of a Neighborhood shall be for the benefit of the Owners within the Neighborhood and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees individually;

(iv) contain an **inflation guard** endorsement;

(v) include an agreed amount endorsement, if the policy contains a coinsurance clause; and

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area or membership in the Association.

In addition, the Board shall use reasonable efforts to secure insurance policies which provide:

(vii) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, the Owners and their tenants, servants, agents, and guests;

(viii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(ix) an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(x) a cross liability provision;

(xi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

(xii) provide a waiver of subrogation under the policy against any Owner or household member of a Owner;

(xiii) include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(xiv) include an endorsement precluding cancellation, invalidation, or condition to **recovery** under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of its authority on behalf of the Association.

(c) **Restoring Damaged Improvements.** In the event of damage to or destruction to a structure located on the Common Area or other property which the Association is obligated to insure, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition in which it existed prior to the damage, **allowing** for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless: (i) at least 75% of the combined Class "A" and Class "B" votes in the Association, and (ii) the Class "C" Member, if any, decide within 60 days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss, or both, are not available to the Association within such 60-day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed 60 additional days following the availability of the funds or information. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.



If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property **shall** be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of all Owners or the Owners within the insured Neighborhood, as appropriate, and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected property.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3(a).

**7.4. Compliance and Enforcement.** Every Owner and occupant of a Unit or Rental Property, shall comply with the Governing Documents, and any lease or rental agreement for a dwelling shall so provide. The Board may impose sanctions for violation of the Governing Documents or damaging the Common Area after notice and a hearing in accordance with the procedures set forth in Section 3.23 of the By-Laws. Such sanctions may include, without limitation:

(a) imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit or Rental **Property**. (In the event that any occupant, guest or **invitee** of a Unit or Rental Property violates the Governing Documents or damages the Common Area and a **fine** is imposed, the fine shall first be assessed against the violator; provided, however, if the **fine** is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board);

(b) suspending any Person's right to use any Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or **from** a Unit or Rental Property;

(c) suspending any services provided by the Association to an Owner or the Owner's **Unit** or Rental Property if the Owner is more than 15 days delinquent in paying any assessment or other charge owed to the Association;

(d) exercising self-help or taking action to abate any violation of the Governing Documents or damages the Common Area in a non-emergency situation;

(e) requiring an Owner, at its own expense, to remove any structure or improvement on such Owner's Unit or Rental Property in violation of Article IV and to restore such property to its previous condition and, upon failure of the Owner to

do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(f) without liability to any Person, precluding any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article IV and the Architectural Guidelines from continuing or performing any further activities in the Properties; and

(g) levying Specific Assessments to cover costs (including without limitation, administrative costs, notice fees, warning fees, inspection fees, attorneys fees and expenses, regardless of whether a legal action has been initiated) incurred by the Association to bring a Unit or Rental Property into compliance with the Governing Documents or repairing any damage to the Common Area.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents and protection of the Common Area without the necessity of compliance with the procedures set forth in Section 3.23 of the By-Laws:

(a) exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking Rules and Regulations)

(b) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both, subject to the procedures contained in Article XIV hereof.

In addition to any other enforcement rights, if an Owner **fails** properly to perform his or her maintenance responsibility, the Association may record a notice of violation in the Official Records or perform such maintenance responsibilities and assess all costs incurred by the Association against the property and the Owner as a Specific Assessment. Except in an emergency situation, the Association **shall** provide the Owner reasonable notice and an opportunity to cure the problem prior to **taking** such enforcement action.

All remedies set forth in the Governing Documents **shall** be cumulative of any remedies available at law or in equity. In any legal action to enforce the Governing Documents, if the Association prevails, it shall be entitled to recover **all** costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action, regardless of whether litigation or any formal action or administrative proceeding is filed, including costs and fees on appeal.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to **justify** taking such action. Such a decision shall not be construed a waiver of the right of

the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, Use Restriction, Rule or Regulation.

The Association, by contract or other agreement, may enforce applicable county ordinances and permit the City of Orlando to enforce ordinances within the Properties for the benefit of the Association and its Members.

7.5. Implied Rights. Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied **from** or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6. Indemnification of Officers, Directors and Others. The Association shall **indemnify** every officer, director, and committee member against all damages and expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member, except that such obligation to **indemnify** shall be limited to those actions for which **liability** is limited hereunder and Florida law.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual **willful** misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall **indemnify** and forever hold each such officer, director and committee member harmless from any and **all** liability to others on account of any such contract, commitment or action. This right to **indemnification shall** not be exclusive of any other rights to which any present or former **officer**, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7. Monitoring Services. The Association may, but shall not be obligated to, maintain or support certain activities within the Properties designed to monitor or restrict persons entering **and/or** leaving the Properties. Neither the Association nor the Declarant shall in any way be considered insurers or guarantors of the effectiveness of such devices or procedures, nor shall either be held liable for any loss or damage by reason of failure to provide adequate monitoring services or ineffectiveness of such measures undertaken. No representation or warranty is

made that any systems or measures, including any mechanism or system for limiting access to the Properties, can not be compromised or circumvented, nor that any such systems or procedures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of its Unit or Rental Property that the Association, its Board and committees, and the Declarant are not insurers and that each Person using the Properties assumes all risks of personal injury and loss or damage to property resulting from acts of third parties. ✱

7.8. Intentionally Omitted.

7.9. Provision of Services. The Association shall be authorized but not obligated to enter into and terminate, in the Board's discretion, contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members of the Association and their guests, lessees and invitees and to charge use and consumption fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, monitoring systems, caretaker, transportation, fire protection, utilities, and similar services and facilities.

7.10. Surface Water Management System.

Within the Master Plan is the Surface Water Management System for Vista Lakes which includes drainage canals, lakes and drainage retention/detention ponds. These drainage structures are part of the overall drainage plan for Vista Lakes. The CDD and the Association shall have unobstructed ingress to and egress from all retention/detention ponds and lakes at all reasonable times to maintain said ponds and lakes in a manner consistent with its responsibilities as provided in Section 11.6 and any Rules and Regulations promulgated by the Association under authority thereof. No Owner shall cause or permit any interference with such access and maintenance.

Should any Owner fail to sufficiently maintain any portion of the Surface Water Management System within its boundaries, the Association may perform such maintenance and assess the cost as a Specific Assessment. No Owner shall utilize, in any way, any portion of the Surface Water Management System or incorporate such in the Owner's development plans, without the express prior written consent of the Declarant and the Association. Further, where an Owner's property is contiguous to any of the Surface Water Management System, the Owner shall prepare its site plan so that the utilization of its property will not adversely affect the drainage facilities and structures and so as to be aesthetically compatible with such drainage facilities and structures.

**7.11. Master Developer's Agreements.** Declarant and the City of Orlando have entered into Master Developer's Agreements affecting the Properties under which the Declarant agrees to cause to be maintained certain private drainage systems (as therein defined) and the retention-detention ponds on the Property, collectively referred to therein as the "Improvements," in conformance with the City of Orlando Subdivision Regulations, the "Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways" published by the Florida Department of Transportation, and in such a manner as to prevent any adverse impact or effect upon other properties, including road systems and drainage systems external to the Property. As a part of its obligation to maintain the Common Area, the Association shall assume and undertake the maintenance obligations of Declarant under the Master Developer's Agreement.

Further, the Association recognizes the City of Orlando as a third-party beneficiary of the maintenance obligations herein assumed by the Association and agrees to **indemnify** and hold the City of Orlando harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorney's fees (including those for legal services rendered at the appellate court level), resulting from or relating to the use or maintenance of the Improvements. The City of Orlando **shall** have the legal right to enforce said maintenance and indemnification obligations against the Association in a court of competent jurisdiction. Any provision of this Section **7.11** which is for the benefit of the City of Orlando may not be amended without the approval of Orange County.

**7.12. Reclaimed Water.** If an Owner uses an irrigation system on his or her Unit or Rental Property, and reclaimed water shall become available, then in such events, the Association may: (a) require the Owner of each such Unit or Rental Property to use the reclaimed water for irrigation purposes and (b) charge a reasonable uniformly applied fee for the use of such reclaimed water. Costs of connection to the Reclaimed Water Source shall be paid by the Declarant if the Declarant has requested such connection.

**7.13. Vista Lakes Community Development District.** Each Owner acknowledges that Vista Lakes is subject to a community development district created pursuant to Florida Statute under ordinance by the City of Orlando which shall have responsibility for the maintenance and repair of certain common improvements to Vista Lakes which may include roads, utilities, stormwater **retention/detention** facilities, street lighting, fire station site preparation and such other facilities as may be maintained by the CDD. The Association may contract with the CDD to maintain and repair Association property or Common Area if the Association deems that such maintenance by the CDD would effectuate the Community Wide Standard and be beneficial to the Association. **All** Owners shall be a part of the CDD by acceptance of a deed for any land within Vista Lakes which is designated as a part of the CDD and the Owner thereof consents to the creation of the CDD if not created prior to conveyance to the Owner. This consent is a

covenant running with the land and shall be in effect until the CDD is formed or three (3) years **from** the date hereof, whichever first occurs. Upon expiration of the three (3) year period, if no CDD has been formed, the consent shall automatically expire. The Unit and Owner's rights in connection with Owner's use, operation and maintenance of its Unit shall be subject to the documents creating and governing the **CDD**.

## **Article VIII** **ASSOCIATION FINANCES**

**8.1. Budgeting and Allocating Common Expenses.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments, and the amount to be generated through the levy of Base Assessments and Special Assessments, as authorized in Section 8.6.

The Association is hereby authorized to levy Base Assessments against all Units and Rental Property subject to assessment at rates set forth in Section 8.6 to fund the Common Expenses. In determining the Base Assessments, the Board may consider any assessment income expected to be generated from any additional Units or Rental Property reasonably anticipated to become subject to assessment during the fiscal year.

The Declarant may, but shall not be obligated to, reduce the Base Assessment for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under Section 8.7(b)), which may be either a contribution, an advance against future assessments due from the Declarant, or a loan, in the Declarant's discretion. Any such subsidy shall be disclosed as a line item in the income portion of the budget. The payment of such subsidy in any year shall not obligate the Declarant to continue payment of such subsidy in future years, unless otherwise provided in a written agreement between the Association and the Declarant.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner at least 30 days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved at a meeting by: (i) at least 75% of the combined Class "A" and Class "B" votes, and (ii) the Class "C" Member, if any. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the By-Laws, which petition must be presented to the Board within 10 days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

8.2. **Budgeting and Allocating Neighborhood Expenses.** At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services and any contribution to be made to a reserve fund pursuant to Section 8.3. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied **from** prior years, any income expected from sources other than assessments, and the amount required to be generated through the levy of Neighborhood and Special Assessments in such Neighborhood.

The Association is hereby authorized to levy Neighborhood Assessments against all Units and Rental Property subject to assessment in the Neighborhood at the rates set forth in Section 8.6 to fund Neighborhood Expenses; provided, if so specified in the applicable Supplemental Declaration, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on the benefitted property in proportion to the benefit received.

The Board shall cause a copy of the Neighborhood budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood at least 30 days prior to the beginning of the fiscal year.

If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

8.3. **Budgeting for Reserves.** The Board shall prepare and review at least annually a reserve budget for the Area of Common Responsibility and for each Neighborhood for which the Association maintains capital items as a Neighborhood Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 or the Neighborhood Expense budgets adopted pursuant to Section 8.2, as appropriate, a capital contribution to fund reserves in an amount sufficient to meet the projected need with respect both to amount and timing by annual contributions over the budget period.

**8.4. Special Assessments.** In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the property within any Neighborhood if such Special Assessment is for Neighborhood Expenses. Except as otherwise **specifically** provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of (i) more than 50% of the combined Class "A" and Class "B" votes in the Association (if a Common Expense) or in the Neighborhood (if a Neighborhood Expense) which will be subject to such Special Assessment, and (ii) the affirmative vote or written consent of the Class "C" Member, if any. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

**8.5. Specific Assessments.** The Association shall have the power to levy Specific Assessments against a particular Unit or Rental Property as follows:

(a) to cover the costs, including overhead and administrative costs, of providing services to Units or Rental Property upon request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.9). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(b) to cover costs incurred in bringing the Unit or Rental Property into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of dwellings, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board **shall** give the Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.23 of the By-Laws, before levying any Specific Assessment under this subsection (b).

The Association may also **levy** a Specific Assessment against the Units and Rental Property within any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners in, or the Neighborhood Representative representing the Neighborhood and an opportunity for such Owners or Neighborhood Representative to be heard before levying any such assessment.

**8.6. Authority to Assess Owners: Rate of Assessment. Time of Payment.** The Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence as to each Unit and Rental Property on the **first** day of the month following: (a) the month in which the



Unit or Rental Property is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article or the date a Unit or Rental Property is conveyed to a party other than Declarant, whichever is later. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Unit and Rental Property shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on such property.

The rate of assessment shall be equal on all Units subject to Base Assessments, Neighborhood Assessments, or Special Assessments under this Article. The rate of assessment for Rental Property shall be determined by taking two-thirds of the total number of dwellings included within the Rental Property calculated in accordance with Section 2.29. The product of such calculation (rounded up to the nearest whole number) shall be the number of "equivalent" Units upon which the Rental Property Owner shall be assessed.

Notwithstanding the foregoing paragraph to the contrary, any Unit or Rental Property owned by a Builder shall be assessed at 50% of the full rate (without reducing the number of dwellings in a Rental Property). The Builder assessment rate shall expire upon the earlier of (i) conveyance or transfer the **Unit** or Rental Property to an Owner for residential occupancy, or (ii) three years from the date the Builder acquired ownership of the Unit or Rental Property from Declarant. Thereafter, such Unit or Rental Property shall be assessed at the full rate. Any Unit or Rental Property owned by Declarant (subject to its election made pursuant to Section 8.7(b)) shall be assessed at 25% of the full rate (without reducing the number of dwellings in a Rental Property).

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at closing of the transfer of title to a Unit or Rental Property and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment and **any** Neighborhood Assessment **shall** be due and payable in advance on the first day of each fiscal year.

If any Owner is delinquent in paying any assessments or other charges levied on his or her Unit or Rental Property, the Board may require the outstanding balance on **all** assessments to be paid in **full immediately**. All payments made or monies collected by the Association **shall** be applied first toward costs and fees, then to late charges, then to interest, then to assessments.

#### **8.7. Personal Obligation.**

(a) Each Owner, by accepting a deed, is deemed to covenant and agree to pay **all** assessments authorized in the Governing Documents. **All** assessments,

together with interest (computed from its due date at the highest rate allowed by law, late charges as determined by Board resolution, costs, lien fees, filing fees, administrative fees, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Unit or Rental Property until paid in full. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to **fix** assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments on the same basis as during the last year for which an assessment was made, if any, until a new assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area, abandonment of his or her Unit or Rental Property, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by an Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(b) Declarant's Option to Fund Budget Deficits. During the Class "C" Control Period, Declarant may satisfy its obligation for assessments on Units and Rental Property which it owns either by paying such assessments at the rate specified in Section 8.6 in the same manner as any other Owner, or by paying the **difference** between the amount of assessments levied on **all** other Units and Rental Property subject to assessment and the amount of actual expenditures by the Association during the fiscal year. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligations hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Class "C" Control Period, the Declarant shall pay assessments on its unsold Units and Rental Property at the rate specified in Section 8.6.

**8.8. Lien for Assessments.** The Association shall have a lien **against** each Unit and Rental Property to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Florida law), costs, lien fees, filing fees, administrative fees, and reasonable attorneys' fees. Such lien shall be subject and inferior to (a) the liens of **all** taxes, bonds, or governmental assessments which by law would be superior, and (b) the lien for all sums secured by a first Mortgage of record (meaning any recorded Mortgage made in **good** faith and for value with first priority over other Mortgages made with a lender who is not related to the Mortgage grantor by blood or marriage) encumbering such Unit or Rental Property. Except for the foregoing liens, all other **lienors** securing liens on any Unit or Rental Property after the recordation of this Declaration in the Official Records shall be deemed to consent that such lien shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. Recordation of this Declaration in the Official Records shall constitute constructive notice to all subsequent purchasers and creditors, or either, of the existence of the lien hereby created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first Mortgagee or creditor listed under sub-section (i), the duty of inquiring of the Association as to the status of assessments against any Unit or Rental Property within the Properties. Such lien, when delinquent, may be enforced by suit, judgment, and judicial or nonjudicial foreclosure.

The Association may bid for the Unit or Rental Property at the foreclosure sale and acquire, hold, lease, rent, mortgage, and convey the Unit or the Rental Property. While property is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no assessment **shall** be levied on it; and (c) each other Unit and Rental Property shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such property had it not been acquired by the Association. The Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Unit or Rental Property shall not affect the assessment lien or relieve such property from the lien for any subsequent assessments. However, the sale or transfer of any Unit or Rental Property pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed property shall not be personally liable for assessments due prior to such acquisition of title. Such unpaid assessments shall be deemed to be Common Expenses collectible from Owners of all Units and Rental Property subject to assessment under Section **8.6, including** such acquirer, its successors and assigns.

8.9. **Exempt Property.** The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

(a) All Common Area and such portions of the property owned by the Declarant as are included in the Area of Common Responsibility pursuant to Section 7.2;

(b) Any property dedicated to and accepted by the CDD, any governmental authority or public utility.

In addition, the Declarant **and/or** the Association shall have the right, but not the obligation, to grant exemptions to certain Persons **qualifying** for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

8.10. **Working Capital.** Upon acquisition of record title to a **Unit** or Rental Property by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment on such property for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to this Declaration and the By-Laws.

## **PART FOUR : COMMUNITY DEVELOPMENT**

### Article IX

#### **EXPANSION OF THE COMMUNITY**

9.1. **Expansion by the Declarant.** Declarant may, subject to the provisions of this Declaration, submit **all** or any portion of the property described in Exhibit "B" to this Declaration. Expansion of the community shall be accomplished by filing a Supplemental Declaration in the Official Records describing the additional property to be subjected. A Supplemental Declaration filed pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Declarant.

The Declarant's right to expand the community pursuant to this Section shall expire when all property described on Exhibit "B" has been subjected to this Declaration or December 26, 2007, whichever is earlier. Until then, the Declarant may transfer or assign a portion of this right applicable to such property to any Person who is the developer of at least a portion of the real property described in

Exhibits "A" or "B." Any such transfer shall be memorialized in a written, recorded instrument executed by Declarant.

Nothing in this Declaration shall be construed to require the Declarant or any successor to subject additional property to this Declaration or to develop any of the property described in Exhibit "B" in any manner whatsoever.

**9.2. Expansion by the Association.** The Association may also subject additional Property to the provisions of this Declaration by filing a Supplemental Declaration in the Official Records describing the additional property. Any such Supplemental Declaration shall require the affirmative vote or the written consent of (i) more than 50% of the combined Class "A" and Class "B" votes of the Association represented at a meeting duly called for such purpose, (ii) the owner of the property, and (iii) the Declarant, so long as the Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9. 1. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

**9.3. Additional Covenants and Easements.** The Declarant may subject any portion of the Properties to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through Neighborhood Assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the **Owner(s)** shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to, or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the **different** character and intended use of such property.

**9.4. Condominium Conversions.** In the event that any property now or hereafter subjected to this Declaration as Rental Property is converted by the Owner thereof to the condominium form of ownership, the Rental Property shall, upon filing the declaration of condominium, cease to be Rental Property and shall become residential Units. The **Owner(s)** of the residential Units shall become Class "A" Members of the Association with the rights and obligations of Class "A" Members, and the Class "B" Membership applicable to the Rental Property shall terminate. Such conversion shall not require the consent of the Association, but shall require the signature of an officer of the Association acknowledging it. In addition, the Declarant's prior written consent shall be necessary so long as the Declarant owns any property described on Exhibits " A or "B."

9.5. Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Article shall be effective upon recording in the Official Records unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

## **Article X**

### **ADDITIONAL RIGHTS RESERVED TO DECLARANT**

10.1. Withdrawal of Property. The Declarant reserves the right to amend this Declaration, so long as it has a right to annex additional property pursuant to Section 9. 1, for the purpose of removing any portion of the Properties which has not yet been improved with structures from the coverage of this Declaration. Such amendment shall not require the consent of any Person other than the **Owner(s)** of the property to be withdrawn, if not the Declarant. If the property is Common Area, the Association **shall** consent to such withdrawal.

10.2. Marketing: and Sales Activities. The Declarant and Builders authorized by Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of the **Declarant**, may be reasonably required, convenient, or incidental to the construction or sale of Units and Rental Property, including, but not limited to, business offices, signs, model units, sales offices and parking areas. The Declarant and authorized Builders shall have easements for access to and use of such facilities.

10.3. Right to Develop. The **Declarant** and its employees, agents and designees shall have a right of access and use and an easement over and upon all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion. The Association shall not take any action which impacts the ability of the Declarant, its successors, assigns **and/or** affiliates, to carry out to completion its development plans and related construction activities for Vista Lakes, as such plans are expressed in the Master Plan, as such may be amended and updated from time to time.

Every Person that acquires any interest in the Properties acknowledges that Vista Lakes is a master planned community, the development of which is likely to extend over many years, and agrees not to protest, challenge or otherwise object to (a) changes in uses or density of property outside the Neighborhood in which such Person holds an interest, or (b) changes in the Master Plan as it relates to property outside the Neighborhood in which such Person holds an interest.

10.4. Additional Covenants. The Declarant or an Owner of a parcel within the Properties may record additional covenants, conditions, restrictions, and

easements applicable to portions of the Properties, and may form condominium associations, subassociations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 1.3, and no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Official Records.

10.5. Right to Approve Changes in Community Standards. No amendment to or modification of any Use Restrictions or Architectural Guidelines shall be effective without prior notice to and the written approval of Declarant so long as the Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9. 1.

10.6. Right to Transfer or Assign Declarant Rights. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the By-Laws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or the By-Laws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Official Records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in **this** Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it **shall** not be necessary to record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.7. Right to Approve Sales Materials. All sales, promotional, and advertising materials, and **all** forms for deeds, contracts for sale and other closing documents for the subdivision and sale of property in the Properties by any Builder may be subject to the prior approval of Declarant, upon request of Declarant, which approval shall not be unreasonably withheld. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within **thirty** (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed **to** be obtained.

10.8. Use Name of "Vista Lakes". No Person shall use the name "Vista Lakes," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's or Association's prior written consent.

Until the termination of the Class "C" Control Period, the Declarant shall have the sole right to approve the use of the Vista Lakes name and logo, and such right shall automatically pass to the Association at the end of the Class "C" Control Period. However, Owners may use the name "Vista Lakes" in printed or promotional matter where such term is used solely to specify that particular property is located within Vista Lakes.

10.9. Termination of Rights. Unless otherwise specified, the rights contained in this Article shall not terminate until the earlier of (a) December 26, 2007, or (b) recording by Declarant of a written statement that all sales activity has ceased.

10.10. Density Transfers. If an Owner of a parcel of property shall develop such property so that the number of Units or dwellings contained therein is less than the allowable number of Units or dwellings allocated by the Master Plan to that particular parcel, the excess allowable Units or **dwellings** not used by the Owner (with respect to that parcel) shall inure to the benefit of Declarant's remaining properties described on Exhibits "A" and "B."

## **PART FIVE: PROPERTY RIGHTS WITHIN THE COMMUNITY**

### **Article XI EASEMENTS**

11.1. Easements in Common Area. The Declarant grants to each Owner a nonexclusive right and easement of use, access, and enjoyment in and to the Common Area, subject to:

- (a) The Governing Documents and any other applicable covenants;
- (b) Any restrictions or limitations contained in any deed conveying such property to the Association;
- (c) The right of the Board to adopt Rules and Regulations governing the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;
- (d) The right of the Board to suspend the right of an Owner to use any of the Common Area (i) for any period during which any charge against such Owner's Unit remains delinquent, and (ii) for violation of the Governing Documents after notice and a hearing pursuant to Section 3.23 of the By-Laws;
- (e) The right of the Association, acting through the Board, to dedicate or transfer **all** or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;



(f) The right of the Board to impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated upon the Common Area;

(g) The right of the Board to permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests upon payment of use fees established by the Board;

(h) The right of the Association, acting through the Board, to mortgage, pledge, or hypothecate any or **all** of its real or personal property as security for money borrowed or debts incurred, subject to the approval requirements set forth in Sections 16.9 and 18.4; and

(i) The rights of certain Owners to the exclusive use of those portions of the Common Area designated "Exclusive Common Areas," as described in Article XII.

Any Owner may extend his or her right of use and enjoyment to the members of his or her family, lessees, and social **invitees**, as applicable, subject to the Rules and Regulations adopted by the Board. An Owner who rents or leases his or her Unit or Rental Property shall be deemed to have assigned its appurtenant property interests to the lessee or tenant for the period of the lease.

11.2. Easements of Encroachment. The Declarant grants reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, between each Unit and Rental Property and any adjacent Common Area and between adjacent Units or Rental Properties due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event **shall** an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3. Easements for Utilities. Etc.

(a) **The** Declarant reserves for itself, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, and grants to the CDD, Association and **all** utility providers designated by Declarant, perpetual non-exclusive easements: (i) on property which Declarant owns; (ii) within public rights-of-way; and (iii) on easements reserved for such purpose on recorded plats, for the purpose of installing utilities and infrastructure to serve the Properties, cable and other systems for sending and receiving data **and/or** other electronic

signals, monitoring and similar systems, walkways, pathways and trails, drainage systems, street lights and **signage**.

(b) The Declarant reserves for itself, so long as the Declarant owns any property described on Exhibit "A" or "B" of this Declaration, and grants to the Association and all utility providers designated by Declarant, perpetual non-exclusive easements throughout all of the Properties (but not through a structure) for the purpose of (i) inspecting, maintaining, repairing and replacing the utilities, infrastructure and other improvements described in Section 11.3(a); and (ii) access to read utility meters; provided, however, maintaining, repairing or replacing any utility or infrastructure shall not permit the easement holder to increase the size or type of use or impose a greater burden on the holder of the **servient** estate.

Declarant shall have the non-exclusive right and power to grant and record in the Official Records specific easements which are consistent with those generally reserved to itself under sub-section 11.3(b) as may be necessary, in the sole discretion of Declarant, in connection with the orderly development of any property described on Exhibits "A" and "B". All work associated with the exercise of the easements described in subsections (a) and (b) of this Section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures, nor shall it unreasonably interfere with the use of any property and, except in an emergency, entry onto any property shall be made only after reasonable notice to the Owner or occupant.

11.4. Easements to Serve Additional Property. **The** Declarant hereby reserves for itself and its duly authorized agents, successors, assigns, and mortgagees, an easement over the Common Area for the purposes of enjoyment, use, access, and development of the property described in Exhibit "B," whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any physical damage caused to the Common Area as a result of development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, the Declarant, its successors or assigns **shall**, as a condition precedent to the exercise of such easement, enter into a reasonable agreement with the Association to share the cost of any

maintenance which the Association provides to or along any roadway providing access to such Property.

11.5. Easements for Maintenance, Emergency and Enforcement. The Declarant grants to the Association easements over the Properties as necessary to enable the Association to fulfill its maintenance responsibilities under Article VII. The Association shall also have the right, but not the obligation, to enter upon any Unit or Rental Property in the event of an emergency, to preserve the quality of life within the community, to perform maintenance, and to inspect for the purpose of ensuring compliance with and enforce the Governing Documents. Such right may be exercised by any member of the Board and its duly authorized agents and assignees, and all emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner or occupant.

11.6. Easements for Lake and Pond Maintenance and Flood Water.

The Declarant reserves for itself, the Association, and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the **Area** of Common Responsibility to: (a) install, operate, maintain, and replace pumps to supply irrigation water to the Area of Common Responsibility; (b) construct, maintain, and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard. The Declarant, the Association, and their successors, assigns and designees shall have an access easement over and across any of the Properties abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

The Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common **Area**, Units, and Rental Property (but not the **dwelling**s thereon) adjacent to or within 100 feet of bodies of water and wetlands within the Properties, in order to: (a) temporarily flood, relocate water upon, and maintain water over such portions of the Properties; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Area of Common Responsibility; and (c) maintain and landscape the slopes and banks pertaining to such areas. *All* persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting **from** the intentional exercise of such easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall, or other natural occurrences.

11.7. Intentionally Omitted.

**11.8. Easement for Stormwater Drainage.** Every Unit, Rental Property and the Common Area are burdened with an easement required by the City of Orlando, for storm water drainage and retention systems installed by the Declarant within the Properties. No structure, fence or landscaping that interferes with the flow or retention of storm water shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Unit within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage **swales** or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners within which any easement for storm water drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by the City of Orlando. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess all costs incurred as a Specific Assessment.

## **Article XII** **EXCLUSIVE COMMON AREAS**

**12.1. Purpose.** Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and occupants within a particular Neighborhood or Neighborhoods. By way of illustration and not limitation, Exclusive Common Areas may include entry features, entry gates, private roads in gated neighborhood, recreational facilities, landscaped medians and cul-de-sacs, lakes and other portions of the Common Area within a particular Neighborhood or Neighborhoods. **All** costs associated with maintenance, repair, replacement, and insurance of an Exclusive Common Area shall be a Neighborhood Expense allocated among the Owners in the **Neighborhood(s)** to which the Exclusive Common Areas are assigned.

**12.2. Designation.** Initially, any Exclusive Common Area **shall** be designated as such in the deed conveying such area to the Association in a supplemental declaration or on the subdivision plat relating to such Common Area; provided, however, any such assignment shall not preclude the Declarant **from** later assigning use of the same Exclusive Common Area to additional Units, Rental Property, **and/or** Neighborhoods, so long as the Declarant has a right to subject additional **property** to this Declaration pursuant to Section 9. 1.

Thereafter, a portion of the Common Area may be assigned as Exclusive Common Area and Exclusive Common Area may be reassigned upon approval of the Board and the vote of (ii) more than **50%** of the combined Class "A" and Class "B" votes in the Association, and (ii) more than **50%** of the combined Class "A" and Class "B" votes within the **Neighborhood(s)** affected by the proposed assignment or reassignment. As long as the Declarant owns any property subject to this

Declaration or which may become subject to this Declaration in accordance with Section 9.1, any such assignment or reassignment shall also require the **Declarant's** written consent.

12.3. Use by Others. The Association may permit Owners of Units and occupants of Rental Property in other Neighborhoods to use all or a portion of such Exclusive Common Area upon payment of reasonable user fees, which fees shall be used to offset the Neighborhood Expenses attributable to such Exclusive Common Area.

### **Article XIII** **PARTY WALLS AND OTHER SHARED STRUCTURES**

13.1. General Rules of Law to Apply. Each wall, fence, driveway or similar structure built as a part of the original construction on the Units or structures on Rental Property which serves **and/or** separates any two adjoining Units or Rental Properties shall constitute a party structure. To the extent not inconsistent with the provisions of this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

13.2. Maintenance: Damage and Destruction. The cost of reasonable repair and maintenance of a party structure shall be shared equally by the Owners who make use of the party structure.

If a party structure is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the structure may restore it. If other Owners thereafter use the structure, they shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from the other users under any rule of law regarding liability for negligent or willful acts or omissions.

13.3. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

13.4. Disputes. Any dispute arising concerning a party structure shall be handled in accordance with the provisions of Article XIV.

**PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE  
COMMUNITY**

**Article XIV  
DISPUTE RESOLUTION AND LIMITATION ON LITIGATION**

**14.1. Consensus for Association Litigation.** Except as provided in this Article, the Association shall not commence a judicial or administrative proceeding without the approval of at least 60% of the combined Class "A" and Class "B" votes in the Association. This Section shall not apply, however, to those proceedings which are exempted from the alternative methods of resolving disputes set forth in Section **14.3.**

**14.2. Alternative Method for Resolving Disputes.** The Declarant, the Association, its officers, directors, and committee members, all Persons subject to this Declaration, any Builder, and any Person not otherwise subject to this Declaration who agrees to submit to this Article (collectively, "Bound Parties") agree to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Sections **14.3** ("Claims") to the procedures set forth in Section **14.3.**

**14.3. Claims.** Unless specifically exempted below, **all** Claims arising out of or relating to the interpretation, application or enforcement of the Governing Documents, or the rights, obligations and duties of any Bound Party under the Governing Documents or relating to the design or construction of improvements on the Properties shall be subject to the provisions of Section **14.4.**

Notwithstanding the above, unless **all** parties thereto otherwise agree, the following actions and proceedings shall not be Claims and shall not be subject to the provisions of Section **14.4:**

(a) any suit by the Association against any Bound Party to enforce the provisions of Article VIII (Assessments);

(b) any suit at law or in equity brought by the Association to enjoin any violation of the Governing Documents, or to recover monetary damages, or both;

(c) any suit between Owners, which does not include **Declarant** or the Association as a party, if such suit asserts a **Claim** which would constitute a cause of action independent of the Governing Documents;

(d) any suit in which any indispensable party is not a **Bound Party** (by way of example, this would include, without limitation, suits by the Association against Persons or entities with whom it has contracted for labor, material, or services; suits against Persons who damage the Common Area or other Association

property; suits against adjacent land owners who are not within the **Properties**; and suits or administrative proceedings against governmental entities or agencies, including proceedings involving challenges to **ad valorem** taxation);

(e) any suit as to which any applicable statute of limitations would expire within 180 days of giving the Notice required by Section **14.4(a)**, unless the **party** or parties against whom the Claim is made agree to toll the statute of Limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

(f) any counterclaim, cross-claim, or third party claim brought by the Association in proceedings instituted against it; and

(g) any suit to collect any fines or other Special Assessments which are levied as provided elsewhere in this Declaration.

In any of the above Exempt Claims, if the Association prevails, it shall be entitled to recover all costs, including, without limitation, attorneys fees and court costs, reasonably incurred in such action, whether or not any litigation or other formal action is filed, including costs and fees on appeal.

With the consent of all parties thereto, any of the above **may** be submitted to the alternative dispute resolution procedures set forth in Section 14.4.

#### 14.4. Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall **notify** each Respondent in writing (the "Notice"), stating plainly and concisely:

1. the nature of the Claim, including the Persons involved and Respondent's role in the Claim;
2. the legal basis of the Claim (**i.e.**, the specific authority out of which the Claim arises);
3. Claimant's proposed remedy; and
4. that Claimant **will** meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The **Parties** shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(c) Mediation. If the Parties do not resolve the Claim through negotiation, the Claimant shall submit the Claim to mediation with any Association sponsored mediation services available within the Properties or, if the Association is a party to the Claim, with an independent mediation agency providing services in the Orlando area. Each Party shall bear its own costs of the mediation, including attorneys fees, and each Party shall share equally in all fees or costs of the mediation. If the Parties do not settle the Claim within 30 days of submission of the matter to mediation, or within such additional time as the Parties may mutually agree, mediation shall terminate. Upon such termination, the Claimant shall be entitled to file suit or initiate administrative proceedings on the Claim, as appropriate.

14.5. Allocation of Costs of Resolving Claims. The prevailing party in any post-mediation proceeding shall be entitled to recover its reasonable attorneys fees and costs.

#### Article XV

#### ADJACENT PROPERTY AND PROPERTY OWNERS

15.1. Intentionally Omitted.

15.2. Special Districts. The Association shall have the power, and is hereby authorized, to contract with and to cooperate with any special service, utility, or tax district which may be created as a special purpose unit of local government within, adjacent to, or in the vicinity of the Properties in accordance with Florida law, or a tax exempt private nonprofit corporation or foundation created under Florida **and/or** federal law, as applicable, in order to ensure that their respective responsibilities are discharged. The **Association** is further authorized to act on behalf of its Members to ensure that the level of services provided by any Special District, if created, is consistent with the Community-Wide Standard.

15.3. Conservation Easements. Declarant reserves the right to grant conservation easements to qualified grantees over and across Common Area and portions of the Area of Common Responsibility. Such conservation easements shall mean easements or dedications granted by the Declarant pursuant to and in compliance with Chapter 170(h) of the Internal Revenue Code of 1986, as amended from time to time.

15.4. Adjacent Properties. Adjacent to or in the vicinity of the Properties and within the Master Plan for Vista Lakes, there are certain nonresidential areas, special districts and residential associations, which are not subject to this



Declaration and are neither Units, **Rental** Property, nor Common Area as defined in this Declaration (hereinafter "adjacent properties"). Such adjacent properties are not subject to this Declaration, and the owners of such adjacent properties shall not be Members of the Association and shall not be entitled to vote, nor shall they be subject to assessment under Article **VIII** of this Declaration.

15.5. **Shared Park Facility.** The Master Plan depicts a park adjacent to the elementary school site and containing approximately **7.92** acres (herein the "Elementary School **Park**"). Declarant has entered into an agreement with the School Board of Orange County, Florida (herein the "School Board") which provides that the east portion of the Elementary School Park shall be reserved for use by the Association as a facility for the Owners subject to the School Board's right to schedule events thereon. The west portion of the Elementary School Park shall contain recreational fields and may include a pavilion to be built by the School Board (herein the "Elementary School Park **Improvements**"). The School Board shall have a prior exclusive right to utilize the Elementary School **Park Improvements** during school hours and at other times for scheduled school activities. Owners may utilize the Elementary School Park Improvements at times other than those which the School Board has a **prior** exclusive right as set forth above. The Association may enforce this provision against any Owner by imposing fines **and/or** penalties as the Association deems necessary.

The Declarant or the owners of some or all of the adjacent properties may enter into contractual agreements for the provision of services or a Covenant to Share Costs with **the** Association which obligate the owners of such adjacent properties to share in certain costs associated with the maintenance, repair, replacement and insuring of portions of the Area of Common Responsibility, if any, which are used by or benefit jointly the owners of such adjacent properties and the Owners within the Properties, or which obligate the Association to share in certain costs associated with the maintenance, repair, replacement, and insuring of portions of such adjacent properties, **if any**, which are used by or benefit jointly the owners of such adjacent properties and the Owners within the Properties. The owners of such adjacent properties shall be subject to assessment by the Association in accordance with the provisions of the Covenant to Share Costs. The owners of the adjacent properties shall not be subject to the restrictions contained in this Declaration except as otherwise specifically provided herein.

## **Article XVI** **MORTGAGEE PROVISIONS**

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Units in the Properties. The provisions of this

Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

**16.1. Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage who provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Unit to which its Mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Eligible Holder;

(b) Any delinquency in the payment of assessments or charges owed by a Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of 60 days, or any other violation of the Governing Documents relating to such Unit or the Owner or Occupant which is not cured within 60 days;

(c) Any lapse, cancellation, or **material** modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

**16.2. Swecial FHLMC Provision.** First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall **be** entitled to immediate reimbursement from the Association.

In addition to and not in lieu of the approval requirements' contained elsewhere, so long as required by the Federal Home Loan Mortgage Corporation, the Association shall not do the following unless approved by: (i) **at least** 67% of the first Mortgagees, or (ii) Neighborhood Representatives representing at least **67%** of the total Class " A vote:

(a) By act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer **all** or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) Change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (a decision,

including contracts; by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(c) By act or omission change, waive, or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision);

(d) Fail to maintain insurance, as required by this Declaration; or

(e) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

16.3. Other Provisions for First Lien Holders. To the extent not inconsistent with Florida law:

(a) Any restoration or repair of the Properties after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Units to which more than 51% of the Class "A" votes of Units subject to Mortgages held by such Eligible Holders are allocated.

(b) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Units to which more than 51% of the Class "A" votes of Units subject to Mortgages held by such Eligible Holders are allocated.

16.4. Amendments to Documents. The following provisions do not apply to amendments to the constituent documents or termination of the Association as a result of destruction, damage, or condemnation pursuant to Section 16.3(a) and (b), or to the addition of land in accordance with Article IX, or the withdrawal of land in accordance with Section 10.1.

(a) The consent of: (i) Neighborhood Representatives representing at least 67% of the Class "A" votes, (ii) the Declarant, so long as it owns any land subject to this Declaration, and (iii) Eligible Holders of first Mortgages on Units to which at least 51% of the Class "A" votes of Units subject to a Mortgage held by an Eligible Holder appertain, shall be required to terminate the Association.

(i) The consent of: (i) Neighborhood Representatives representing at least 67% of the Class "A" votes, (ii) the Declarant, so long as it

owns any land subject to this Declaration, and (iii) Eligible Holders of first Mortgages on Units to which more than 51% of the Class " A votes of Units subject to a Mortgage appertain, shall be required materially to amend any provisions of the Declaration, By-Laws, or Articles of Incorporation, which alter any provisions included in the Declaration, By-Laws, or Articles of Incorporation which are for the express benefit of holders, guarantors, or insurers of first Mortgages on Units.

16.5. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

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

16.7. Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within 30 days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

16.8. Construction of Article XVI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws, or Florida law for any of the acts set out in this Article.

16.9. HUDNA Approval. As long as there is a Class "C" membership, the following actions shall require the prior approval of the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs, if either such agency is insuring or guaranteeing the Mortgage on any Unit: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit "B"; dedication, conveyance or mortgaging of Common Area; or material amendment of this Declaration. The granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a conveyance within the meaning of this Section.

## **PART SEVEN: CHANGES IN THE COMMUNITY**

### **Article XVII CHANGES IN OWNERSHIP**

Any Owner desiring to sell or otherwise transfer title to his or her Unit or Rental Property shall give the Board at least seven days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title,

and such other information as the Board may reasonably require. For purposes of determining the rights and obligations of the parties under the Governing Documents, the transfer shall be effective upon recording an instrument conveying title in the Official Records; provided however, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Unit, including assessment obligations, until the date upon which such notice is received by the Board and the administrative fee established by the Board is paid, notwithstanding the transfer of title.

Article XVIII  
**CHANGES IN COMMON AREA**

18.1. Condemnation. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting with the consent of: (i) at least 67% of the combined Class "A" and Class "B" votes in the Association, and (ii) the Declarant, as long as the Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as follows:

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within 60 days after such taking: (i) the Declarant, so long as the Declarant owns any property subject to the Declaration or which may be made subject to the Declaration in accordance with Section 9.1, and (ii) at least 75% of the combined Class "A" and Class "B" votes of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3(c) regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

18.2. Partition. Except as permitted in this Declaration, the Common Area shall remain undivided, and no Person shall bring any action partition of any portion of the Common Area without the written consent of all Owners and Mortgagees. This Section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

**18.3. Transfer or Dedication of Common Area.** The Association may dedicate portions of the Common Area to the CDD, the City of Orlando, or to any other local, state, or federal governmental or quasi-governmental entity, subject to such approval as may be required by Sections **16.9** and **18.4**.

**18.4. Actions Requiring Owner Approval.** If either the U.S. Department of Housing and Urban Development or the U.S. Department of Veterans Affairs is insuring or guaranteeing the Mortgage on any Unit, then the following actions shall require the prior approval of: (i) Neighborhood Representatives representing not less than two-thirds (2/3) of the total Class "A" votes in the Association, and (ii) the consent of the Class "C" Member, if any: merger, consolidation or dissolution of the Association; annexation of additional property other than that described on Exhibit "B;" and dedication, conveyance or mortgaging of Common Area. Notwithstanding anything to the contrary in Section **18.1** or this Section, the Association, acting through the Board, may grant easements over the Common Area for installation and maintenance of utilities and drainage facilities and for other purposes not inconsistent with the intended use of the Common Area, without the approval of the membership.

## **Article XIX** **AMENDMENT OF DECLARATION**

**19.1. By Declarant.** In addition to specific amendment rights granted elsewhere in this Declaration, until termination of the Class "C" Control Period and subject to the requirements of Article XVI, if applicable, Declarant may unilaterally amend this Declaration provided that the amendment does not adversely affect the Master Plan and has no material adverse effect upon the right of any Owner. Declarant's right to amend under this Article is to be construed as broadly as possible. In addition, the Declarant may unilaterally amend this Declaration if such amendment is necessary (i) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) to enable any reputable title insurance company to issue title insurance coverage on the Units; (iii) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) to satisfy the requirements of any local, state or federal governmental agency.

**19.2. By Members.** Except as otherwise, specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of: (i) at least 75% of the combined Class "A" and Class "B" votes in the Association, including 75% of the total Class "A" and Class "B" votes held by Members other than the Declarant, and (ii) the consent of the Declarant, so long the Declarant owns any property subject to this Declaration or which may become subject to this Declaration in

accordance with Section 9.1. In addition, the approval requirements set forth in Article XVI shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

19.3. Validity and Effective Date. No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "C" Member without the written consent of the **Declarant** or the Class "C" Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective upon recording in the Official Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

19.4. Exhibits. Exhibits "A", " B and "C" attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. **All** other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

This Declaration shall be enforceable by the Declarant, the Association, any Owner, and their respective legal representatives, heirs, successors, and assigns, for a term of **30** years from the date this Declaration is recorded in the Official Records. After such time, this Declaration shall be extended automatically for successive periods of 10 years each, unless an instrument signed by: (i) Neighborhood Representatives representing not less than 75% of the Class "A" Members, (ii) 75% of the Class "B" Members (as defined in Section 6.3), and (iii) the Declarant, so long as it owns any property described on Exhibits " A or "B", has been recorded in the Official Records within the year preceding **any** extension, agreeing to amend, in whole-or in part, or terminate this Declaration, in which case this Declaration shall be amended or terminated as specified in such instrument. Notwithstanding this, if any provision of this Declaration would be unlawful, void, or voidable by reason of applicability of the rule against perpetuities, such provision shall expire 21 years after the death of the last survivor of the now **living** descendents of Elizabeth II, Queen of England. Nothing in this Section shall be

**construed to permit termination of any easement created in this Declaration  
without the consent of the beneficiary of such easement.**

**[SIGNATURES ON FOLLOWING PAGE]**



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

DECLARANT: Terrabrook Vista Lakes, L.P., a Delaware limited partnership

**TERRABROOK VISTA LAKES,  
L.P.**

Sally J. Harvey  
Printed Name: SALLY J. HARVEY

By: Westerra Management, L.L.C.,  
Its authorized Representative

Julie A. Wisdom  
Printed Name: JULIE ANN WISDOM

By: Charles F. Cavaretta  
Charles F. Cavaretta  
Title: Assistant Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18 day of May 2000, by Charles F. Cavaretta, Vice President of Westerra Management, L.L.C., a Delaware limited liability company, Authorized Representative for Terrabrook Vista Lakes, L.P., a Delaware limited partnership. He is personally known to me or has produced as identification and did (did not) take an oath.

By: Sally J. Harvey  
Name: \_\_\_\_\_

[Notarial Seal]

Notary for the State of Florida

Serial Number, if any: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Sally Harvey  
My Commission CC728438  
Expires April 13, 2002

EXHIBIT "A"

LEGAL DESCRIPTION

OR Bk 6006, Pg 963  
Orange Co FL 2000-0207475

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN N00°09'51"W, ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 1930.42 FEET; THENCE DEPARTING SAID WEST LINE, RUN N89°50'09"E, A DISTANCE OF 1326.62 FEET TO A POINT ON THE WEST LINE OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 FOR A POINT OF BEGINNING; THENCE RUN N00°10'01"W, ALONG SAID WEST LINE, A DISTANCE OF 720.01 FEET; THENCE NO0°05'05"W, A DISTANCE OF 10.04 FEET; THENCE S89°53'34"E, A DISTANCE OF 733.99 FEET; THENCE S00°10'01"E, A DISTANCE OF 344.88 FEET; THENCE N89°49'59"E, A DISTANCE OF 425.08 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHICKASAW TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 571.3, PAGE 3222, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, SAID POINT ALSO BEING ON A CURVE, CONCAVE EASTERLY, HAVING A CENTRAL ANGLE OF 09°20'11" AND A RADIUS OF 550.00 FEET; THENCE FROM A TANGENT BEARING OF S04°45'59"W, RUN SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, A DISTANCE OF 89.62 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE, S04°34'11"E, A DISTANCE OF 483.11 FEET TO A POINT ON THE NORTH LINE OF VISTA LAKES VILLAGE N-1 (PEMBROKE), RECORDED IN PLAT BOOK 43 .., PAGE 90-94, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTH LINE; THENCE S85°25'49"W, A DISTANCE OF 632.46 FEET; THENCE S75°57'58"W, A DISTANCE OF 37.92 FEET; THENCE S63°34'08"W, A DISTANCE OF 149.97 FEET; THENCE N26°25'52"W, A DISTANCE OF 4.02 FEET; THENCE S63°34'08"W, A DISTANCE OF 172.00 FEET; THENCE DEPARTING SAID NORTH LINE, RUN N26°25'52"W, A DISTANCE OF 424.46 FEET; THENCE NO0°10'01"W, A DISTANCE OF 5.42 FEET; THENCE S89°49'59"W, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

LEGAL DESCRIPTION

OR Bk 6006, Pg 964  
Orange Co FL 2000-0207475

PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, CITY OF ORLANDO, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 23 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA; THENCE RUN  $S89^{\circ}55'27''E$ , ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, A DISTANCE OF 1326.72 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID SOUTHWEST 1/4 FOR A POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, RUN  $N00^{\circ}10'01''W$ , ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 1935.97 FEET; THENCE DEPARTING SAID WEST LINE, RUN  $N89^{\circ}49'59''E$ , A DISTANCE OF 50.00 FEET; THENCE  $S00^{\circ}10'01''E$ , A DISTANCE OF 5.42 FEET; THENCE  $S26^{\circ}25'52''E$ , A DISTANCE OF 424.46 FEET; THENCE  $N63^{\circ}34'08''E$ , A DISTANCE OF 172.00 FEET; THENCE  $S26^{\circ}25'52''E$ , A DISTANCE OF 4.02 FEET; THENCE  $N63^{\circ}34'08''E$ , A DISTANCE OF 149.97 FEET; THENCE  $N75^{\circ}57'58''E$ , A DISTANCE OF 37.92 FEET; THENCE  $N85^{\circ}25'49''E$ , A DISTANCE OF 632.46 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF CHICKASAW TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 5713, PAGE 3222, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE  $S04^{\circ}34'11''E$ , ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 114.22 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF  $35^{\circ}17'56''$  AND A RADIUS OF 900.00 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID RIGHT-OF-WAY LINE, A DISTANCE OF 554.47 FEET TO THE POINT OF TANGENCY; THENCE  $S39^{\circ}52'07''E$ , ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND THE WESTERLY RIGHT-OF-WAY LINE OF CHICKASAW TRAIL, AS RECORDED IN OFFICIAL RECORDS BOOK 5713, PAGE 3218, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, A DISTANCE OF 293.51 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF LEEVISTA BOULEVARD, AS RECORDED IN OFFICIAL RECORDS BOOK 5713, PAGE 3218, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE, RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE  $S50^{\circ}07'53''W$ , A DISTANCE OF 897.38 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A CENTRAL ANGLE OF  $39^{\circ}32'58''$  AND A RADIUS OF 1425.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 983.64 FEET; THENCE DEPARTING SAID CURVE AND SAID RIGHT-OF-WAY LINE, RUN  $N00^{\circ}10'01''W$ , A DISTANCE OF 0.97 FEET TO THE POINT OF BEGINNING.

## PARCEL A

A portion of the Northwest Quarter of Section 19, Township 23 South, Range 31 East and a portion of the Southwest Quarter of Section 18, Township 23 South, Range 31 East Orange County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of the Southwest Quarter of Section 18, Township 23 South, Range 31 East, Orange County, Florida; thence run North 00 degrees 02 minutes 21 seconds East, along the West line of said Southwest Quarter, a distance of 2127.02 feet; thence, departing said West line, run South 89 degrees 57 minutes 39 seconds East, a distance of 115.00 feet; thence South 31 degrees 14 minutes 51 seconds East, a distance of 200.45 feet; thence South 08 degrees 30 minutes 13 seconds West, a distance of 50.98 feet; thence South 89 degrees 57 minutes 39 seconds East, a distance of 88.94 feet to a point on a non tangent curve, concave Southeasterly, having a radius of 50.00 feet; thence, from a tangent bearing of North 00 degrees 02 minutes 21 seconds East, run Northeasterly along the arc of said curve, a distance of 78.40 feet through a central angle of 89 degrees 50 minutes 32 seconds to the point of tangency; thence North 89 degrees 52 minutes 53 seconds East, a distance of 276.19 feet to the point of curvature of a cuwe, concave Southwesterly, having a radius of 50.00 feet; thence run Southeasterly along the arc of said curve, a distance of 108.53 feet through a central angle of 124 degrees 21 minutes 54 seconds; thence, departing said curve, run South 87 degrees 18 minutes 14 seconds East, a distance of 59.23 feet; thence North 02 degrees 41 minutes 47 seconds East, a distance of 41.90 feet; thence North 37 degrees 56 minutes 42 seconds East, a distance of 88.12 feet; **thence** North 08 degrees 48 minutes 38 seconds East, a distance of 73.42 feet; thence North 10 degrees 46 minutes 01 seconds West, a distance of 111.20 feet; thence North 19 degrees 27 minutes 13 seconds East, a distance of 181.75 feet; thence North 24 degrees 11 minutes 18 seconds West, a distance of 126.94 feet; thence North 29 degrees 12 minutes 21 seconds ~~West~~, a distance of 100.09 feet; thence North 20 degrees 03 minutes 36 seconds East, a distance of 80.75 feet; thence North 11 degrees 25 minutes 08 seconds West, a distance of 41.47 feet to a point on the North line of said Southwest Quarter; thence North 89 degrees 52 minutes 53 seconds East, along said North line, a distance of 1452.51 feet; thence, departing said North line, run South 00 degrees 02 minutes 21 seconds West, parallel to and 2205.00 feet East of the West line of said Southwest Quarter, a distance of 2992.56 feet; thence South 35 degrees 54 minutes 49 seconds West, a distance of 553.07 feet to a point on the proposed Northerly right of way line of **Leevista** Boulevard, said point being on a curve, concave Southeasterly, having a central angle of 48 degrees 56 minutes 55 seconds and a radius of 1080.00 feet; thence from a tangent bearing of South 84 degrees 46 minutes 36 seconds West, run Southwesterly along the arc of said cuwe and along said right of way line, a distance of 922.66 feet to the point of reverse curvature of a curve, concave Northwesterly, having a central angle of 12 degrees 43 minutes 22 seconds and a radius of 7420.00 feet; thence run Southwesterly along the arc of said cuwe and along said right of way line, a distance of 1647.65 feet to a point on the **West** line of the Northwest Quarter of

Section **19**, Township **23** South, Range **31** East; thence departing said curve, run North **00** degrees **01** minutes 43 seconds East, along said West line, a distance of **2440.23** feet to the **POINT OF BEGINNING**.

#### PARCEL B

A portion of the Northwest Quarter of Section **19**, Township **23** South, Range **31** East, Orange County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Northwest quarter of Section **19**, Township **23** South, Range **31** East, Orange County, Florida; thence North **89** degrees **51** minutes **08** seconds East, along the South line of said Northwest Quarter, a distance of **98.20** feet for a **POINT OF BEGINNING**; thence, departing said South line, run North **40** degrees **21** minutes **10** seconds West, a distance of **79.35** feet to a point on the proposed Southerly right of way line of **Leevista** Boulevard, said point being on a non tangent curve, concave Northwesterly, having a radius of **7570.00** feet; thence, from a tangent bearing of North **49** degrees **04** minutes **47** seconds East, run Northeasterly along the arc of said curve and along said right of way line, a distance of **1750.83** feet through a central angle of **13** degrees **15** minutes **06** seconds to the point of reverse curvature of a curve, concave Southeasterly, having a radius of **930.00** feet; thence run Northeasterly along the arc of said curve and along said right of way line, a distance of **653.65** feet through a central angle of **40** degrees **16** minutes **14** seconds; thence, departing said curve and said right of way line, run South **35** degrees **54** minutes **49** seconds West, a distance of **200.90** feet; thence South **43** degrees **53** minutes **48** seconds East, a distance of **1026.41** feet to a point **2350.00** feet East of the West line of the aforementioned Northwest Quarter of said Section **19**; thence run South **00** degrees **01** minutes 43 seconds West, parallel to and **2350.00** feet East of said West line of the Northwest Quarter of Section **19**, a distance of **799.64** feet to a point on the South line of the Northwest Quarter of said Section **19**; thence run South **89** degrees **51** minutes **08** seconds West, along said South line, a distance of **2251.81** feet to the **POINT OF BEGINNING**.

#### PARCEL C

A portion of Sections **24** and **25**, Township **23** South, Range **30** East, Orange County, Florida, being more particularly described as follows:

Begin at the Northeast'corner of the Northeast Quarter of Section **25**, Township **23** South, Range **30** East, Orange County, Florida; thence South **00** degrees **05** minutes **51** seconds West, along the East line of said Northeast Quarter, a distance of **2657.20** feet to the Northeast corner of the Southeast Quarter of said Section **25**; thence South **00** degrees **07** minutes 53 seconds West, along the East line of said Southeast Quarter, a distance of **905.85** feet; thence, departing said East line, run North **89** degrees **52** minutes **07** seconds West, perpendicular to said East line of the Southeast Quarter of Section **25**, a distance of **300.62** feet; thence South **45** degrees **41** minutes **30** seconds West, a distance of **350.04** feet; thence South **13** degrees **14** minutes 14 seconds West, a distance of **723.18** feet to a point on

the East line of Block **40** of the unrecorded plat of **GOLDEN ACRES**, said point also being on the East line of that certain parcel of land as described in Tax Identification Number **018**, lying in said Section **25**, Township **23** South, Range **30** East, Orange County, Florida; thence North **30** degrees **08** minutes **53** seconds West, along the East line of the parcels of land described in Tax Identification Numbers **001,009-018**, inclusive, **024-031** inclusive, **033-036** inclusive, **065** and **073**, of Section 25, Township **23** South, Range **30** East, Orange County, Florida, and along the East line of said Block **40**, a distance of **5195.63** feet to a point on the proposed Southerly right of way line of the **Leevista** Boulevard, said point being on a non-tangent curve, concave Northwesterly, having a radius of **1575.00** feet; thence, from a tangent bearing of North **67** degrees **06** minutes **00** seconds East, run Northeasterly along the arc of said curve and along said right of way line, a distance of **466.45** feet through a central angle of **16** degrees **58** minutes **08** seconds to the point of tangency; thence North **50** degrees **07** minutes **53** seconds East, along said right of way line, a distance of **997.38** feet; thence, departing said right of way line, run South **39** degrees **52** minutes **07** seconds East, a distance of **300.00** feet; thence North **50** degrees **07** minutes **53** seconds East, a distance of **419.07** feet; thence South **89** degrees **50** minutes **39** seconds East, a distance of **284.72** feet; thence North **34** degrees **48** minutes **30** seconds East, a distance of **1184.63** feet; thence North **39** degrees **52** minutes **07** seconds West, a distance of **170.06** feet to a point on the aforementioned proposed Southerly right of way line of **Leevista** Boulevard; thence North **50** degrees **07** minutes **53** seconds East, along said right of way line, a distance of **962.31** feet; thence, departing said right of way line, run South **40** degrees **21** minutes **10** seconds East, a distance of **104.13** feet to a point on the East line of the Southeast Quarter of Section **24**, Township **23** South, Range **30** East, Orange County, Florida; thence South **00** degrees **01** minutes **55** seconds West along said East line, a distance of **2541.69** feet to the POINT OF BEGINNING.

**PARCEL D**

A portion of Section 24, Township 23 South, Range **30** East, Orange County, Florida, being more particularly described as follows:

Begin at the Northwest corner of the Northeast Quarter of Section 24, Township **23** South, Range **30** East, Orange County, Florida; thence South **89** degrees **49** minutes **33** seconds East, along the North line of said Northeast Quarter, a distance of **1575.94** feet to a point on the proposed Westerly right of way line of Chickasaw Trail; thence, departing said North line, run South **00** degrees **18** minutes **24** seconds West, along said right of way line, a distance of **125.02** feet to the point of curvature of a curve, concave Northwesterly, having a radius of **465.00** feet; thence run Southwesterly along the arc of said curve and along said right of way line, a distance of **185.18** feet through a central angle of 22 degrees **49** minutes **02** seconds to the point of tangency; thence South **23** degrees **07** minutes **26** seconds West, along said right of way line, a distance of **50.27** feet to the point of curvature of a curve, concave Easterly, having a radius of **485.00** feet; thence run Southerly along the are of said curve and along said right of way line, a distance of **341.24** feet through a central angle of **40** degrees **18** minutes **47** seconds to the point of tangency; thence South **17** degrees **11** minutes **21** seconds East,, along said right of way line, a distance of **91.16** feet to the point of

curvature of a curve, concave Westerly, having a radius of 465.00 feet; thence run Southerly along the arc of said curve and along said right of way line, a distance of 224.06 feet through a central angle of 27 degrees 36 minutes 29 seconds to the point of tangency; thence South 10 degrees **25** minutes **08** seconds West, along said right of way line, a distance of 1208.40 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 465.00 feet; thence run Southwesterly along the arc of said curve and along said right of way line, a distance of 741.32 feet through a central angle of 91 degrees 20 minutes 34 seconds to the point of tangency; thence North 78 degrees 14 minutes 18 seconds West, along said right of way line, a distance of 274.49 feet to the point of curvature of a curve, concave Southeasterly, having a radius of 550.00 feet; thence run Southwesterly along the arc of said curve and along said right of way line, a distance of 1020.71 feet through a central angle of 106 degrees 19 minutes **53** seconds to the point of tangency; thence South 04 degrees 34 minutes 11 seconds East, along said right of way line, a distance of 597.33 feet to the point of curvature of a curve, concave Northeasterly, having a radius of 900.00 feet; thence run Southeasterly along the arc of said curve and along said right of way line, a distance of 554.47 feet through a central angle of 35 degrees 17 minutes 56 seconds to the point of tangency; thence South 39 degrees 52 minutes 07 seconds East, along said right of way line, a distance of 293.51 feet to a point on the proposed Northerly right of way line of **Leevista** Boulevard; thence, departing said proposed Westerly right of way line of Chickasaw Trail, run South 50 degrees 07 minutes **53** seconds West, along said Northerly right of way line of **Leevista** Boulevard, a distance of 897.38 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 1425.00 feet; thence run Southwesterly along the arc of said curve and along said right of way line, a distance of 983.64 feet through a central angle of 39 degrees 32 minutes 59 seconds to a point on the West line of the East Half of the Southwest Quarter of said Section 24; thence North 00 degrees 10 minutes 01 seconds West, along said West line, a distance of **2656.95** feet to the Southwest corner of the East Half of the Northwest Quarter of said Section 24; thence North 00 degrees 05 minutes 05 seconds West, along the West line of the East Half of the Northwest Quarter of said Section 24, a distance of 2659.61 feet to the Northwest corner of said East Half of the Northwest Quarter; thence North 89 degrees 58 minutes 58 seconds East, along the North line of the Northwest Quarter of Section 24, a distance of 1322.66 feet to the POINT OF **BEGINNING**.

#### PARCEL E

A portion of the East Half of Section 24, Township **23** South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Begin at the Northeast corner of the Northeast Quarter of Section 24, Township 23 South, Range 30 East, Orange County, Florida; thence South 00 degrees 01 minutes 43 seconds West, along the East line of said Northeast Quarter, a distance of 2440.23 feet to a point on the proposed Northerly right of way line of **Leevista** Boulevard, said point being on a non tangent curve, concave Northwesterly, having a radius of 7420.00 feet; thence, departing said East line, from a tangent bearing of South 48 degrees 33 minutes 03 seconds West, run **Southwesterly** along the arc of said curve and along said right of way line, a distance of

**204.68** feet through a central angle of **01** degrees **34** minutes **50** seconds to the point of tangency; thence South **50** degrees **07** minutes **53** seconds West, along said right of way line, a distance of **973.37** feet; thence, departing said right of way line, run North **39** degrees **52** minutes **07** seconds West, a distance of **865.09** feet to a point on the proposed Easterly right of way **line** of Chickasaw Trail, said point being on a non tangent curve, concave Northwesterly, having a radius of **535.00** feet; thence, from a tangent bearing of North **55** degrees **04** minutes **11** seconds East, run Northeasterly along the arc of said curve and along said right of way line, a distance of **416.93** feet through a central angle of **44** degrees **39** minutes **03** seconds to the point of tangency; thence North **10** degrees **25** minutes **08** seconds East, along said right of way line, a distance of **1208.40** feet to the point of curvature of a curve, concave Westerly, having a radius of **535.00** feet; thence run **Northerly** along the arc of said curve and along said right of way line, a distance of **257.79** feet through a central angle of **27** degrees **36** minutes **29** seconds to the point of tangency; thence North **17** degrees **11** minutes **21** seconds West, along said right of way line, a distance of **91.16** feet to the point of curvature of a curve, concave Easterly, having a radius of **415.00** feet; thence run Northerly along the arc of said curve and along said **right** of way line, a distance of **291.99** feet through a central angle of **40** degrees **18** minutes **47** seconds to the point of tangency; thence North **23** degrees **07** minutes **26** seconds East, along said right of way line, a distance of **50.27** feet to the point of curvature of a curve, concave Northwesterly, having a radius of **535.00** feet; thence run Northeasterly along the arc of said curve and along said right of way line, a distance of **213.06** feet through a central angle of **22** degrees **49** minutes **02** seconds to the point of tangency; thence North **00** degrees **18** minutes **24** seconds East, along said right of way line, a distance of **125.18** feet to a point on the North line of said Northeast Quarter of Section 24; thence, departing said right of way line, run South **89** degrees **49** minutes **33** seconds East, along said North line, a distance of **983.56** feet to the POINT OF BEGINNING.

#### VISTA LAKES TOWN CENTER A

A portion of Section **24**, Township **23** South, Range **30** East, Orange County, **Florida**, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of Section **24**, Township **23** South, Range **30** East, Orange County, Florida; thence South **00** degrees **01** minutes **55** seconds West, along the East line of said Southeast Quarter, a distance of **538.65** feet; thence, departing said East line, run North **89** degrees **58** minutes **05** seconds West, a distance of **901.93** feet to the point on the proposed **Northerly** right of way line of **Leevista** Boulevard for a **POINT** OF BEGINNING; thence South **50** degrees **07** minutes **53** seconds West, along said right of way line, a distance of **1779.62** feet to the point of intersection of said Northerly right of way line of **Leevista** Boulevard and the proposed Easterly right of way line of Chickasaw Trail; thence, departing said Northerly right of way line of **Leevista** Boulevard, run the following courses and distances along said proposed right of way line; thence North **39** degrees **52** minutes **07** seconds West, a distance of **293.51** feet to the point of curvature of a curve, concave Northeasterly, having a radius of **800.00** feet; thence run Northwesterly along the arc of said curve a distance of **492.87** feet through a central angle



of **35 degrees 17 minutes 56 seconds** to the point of tangency; thence North **04 degrees 34 minutes 11 seconds West**, a distance of **597.33** feet to the point of curvature of a curve, concave Southeasterly, having a radius of **450.00** feet; thence run Northeasterly along the arc of said curve a distance of **793.12** feet through a central angle of **100 degrees 59 minutes 01 seconds** to the point of tangency; thence South **83 degrees 35 minutes 10 seconds East**, a distance of **367.89** feet to the point of curvature of a curve, concave Northerly, having a radius of **535.00** feet; thence run Easterly, along the arc of said curve a distance of **386.05** feet through a central angle of **41 degrees 20 minutes 39 seconds**; thence, departing said curve and said right of way line, run South **39 degrees 52 minutes 07 seconds East**, a distance of **865.09** feet to the POINT OF **BEGINNING**,

#### VISTA LAKES TOWN **CENTER B**

A portion of the Southeast Quarter of Section 24, Township **23** South, Range **30** East, Orange County, Florida, being more particularly described as follows:

Commence at the Northeast **corner** of the Southeast Quarter of Section 24, Township 23 South, Range **30** East, Orange County, Florida; thence South **00 degrees 01 minutes 55 seconds West**, along the East line of said Southeast quarter, a distance of **784.19** feet; thence, departing said East line, run North **89 degrees 58 minutes 05 seconds West**, a distance of **696.62** feet for a point of beginning; thence South **34 degrees 48 minutes 30 seconds West**, a distance of **1184.63** feet; thence North **89 degrees 50 minutes 39 seconds West**, a distance of **284.72** feet; thence South **50 degrees 07 minutes 53 seconds West**, a distance of **419.07** feet; thence North **39 degrees 52 minutes 07 seconds West**, a distance of **300.00** feet to a point on the proposed Southerly right of way line of **Leevista** Boulevard; thence North **50 degrees 07 minutes 53 seconds East**, along said right of way line, a distance of **1779.62** feet; thence, departing said right of way line, run South **39 degrees 52 minutes 07 seconds East**, a distance of **170.06** feet to the POINT OF **BEGINNING**.

**EXHIBIT "C"**  
**USE RESTRICTIONS**

**Exhibit C was replaced January 19, 2017 and can now be found in the Architectural Guidelines and Rules & Regulations; Exhibit C of Master Covenants, Conditions and Restrictions of Vista Lakes: Use Restrictions, (January 19, 2017) document.**

**All**