

THIS INSTRUMENT PREPARED BY:
JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

DECLARATION
FOR
VICTORIA PARC AT TRADITION

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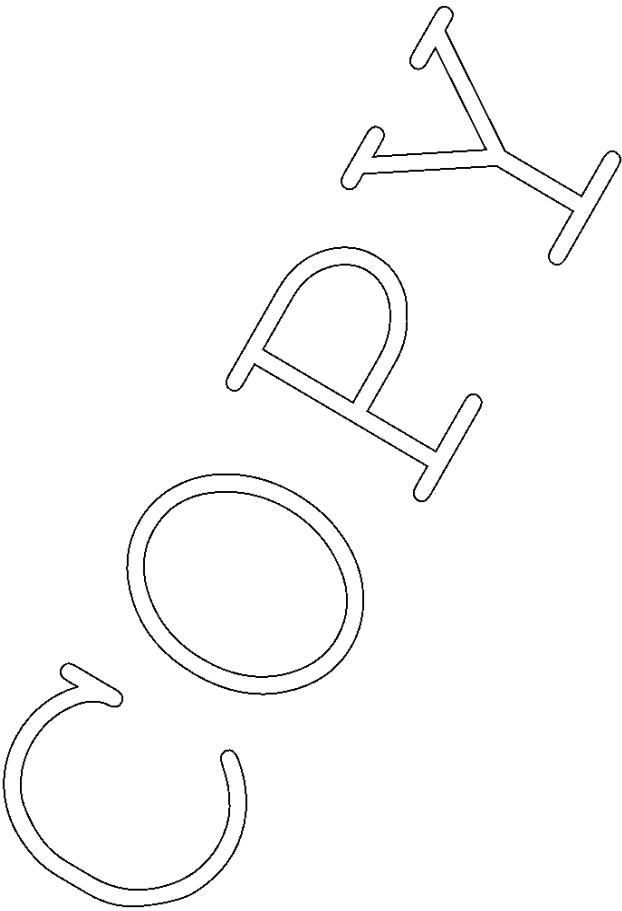
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EXHIBITS

Exhibit 1	Legal Description
Exhibit 2	Articles of Incorporation
Exhibit 3	By-laws



**DECLARATION
FOR
VICTORIA PARC AT TRADITION**

THIS DECLARATION FOR VICTORIA PARC AT TRADITION (this "**Declaration**") is made by Touse Homes, Inc., a Florida corporation ("**Touse Homes**") and joined in by Victoria Parc at Tradition Association, Inc., a Florida not-for-profit corporation ("**Association**"), Tradition Community Association, Inc., a Florida not-for-profit corporation ("**Master Association**"), EMF Fund III, L.L.C., a Florida limited liability company ("**EMF**") and Equity Investments, L.L.C., a Florida limited liability company ("**Equity**").

R E C I T A L S

A. Touse Homes, EMF and Equity are or will be the owners of the real property in St. Lucie County, Florida more particularly described in **Exhibit 1** attached to and made a part of this Declaration ("**Victoria Parc at Tradition**").

B. Touse has an option to purchase those portions of Victoria Parc at Tradition which are currently owned by EMF and by Equity.

C. Subject to the terms of this Declaration, Touse Homes presently intends (although Touse Homes does not obligate itself to do so) to develop a community upon the real property described in Exhibit 1 and such other properties as Touse Homes, EMF and Equity may, without obligation, subject to this Declaration from time to time.

D. Touse Homes may unilaterally, in its sole and absolute discretion, from time to time, elect to: (i) subject additional properties to this Declaration or withdraw portions of properties from this Declaration; (ii) amend this Declaration; and/or (iii) impose additional covenants, conditions and restrictions not set forth in this Declaration on such additional portions of property.

E. Association is the owners association for Victoria Parc at Tradition and is responsible for the administration, enforcement and performance of certain duties under this Declaration.

F. This Declaration is a covenant running with all of the land comprising Victoria Parc at Tradition, and each present and future owner of interests therein and their heirs, devisees, personal representatives, successors or assigns are hereby subject to this Declaration;

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, Touse Homes and EMF hereby declare that Victoria Parc at Tradition, together with such additions to Victoria Parc at Tradition as are subsequently made pursuant to Section 5 of this Declaration, shall be owned, held, transferred, sold, conveyed, used, leased, mortgaged, occupied and improved subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens created or provided for by this Declaration, which shall run with Victoria Parc at Tradition or any part thereof.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for Victoria Parc at Tradition established pursuant to Section 22.3 hereof.

"**Access Control System**" shall mean any surveillance or other system intended to control access and/or enhance the welfare of Victoria Parc at Tradition. By way of example, and not of limitation, the term Access Control System may include electronic entrance gates, a gatehouse and/or a roving attendant. THE PROVISION OF AN ACCESS CONTROL SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN VICTORIA PARC AT TRADITION. DEVELOPER, AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OF FITNESS FOR USE OF ANY ACCESS CONTROL SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION, THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 20 hereof.

"Association" shall mean Victoria Parc at Tradition Association, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

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

"Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Builder" shall mean any person or entity that purchases a Lot or Parcel from Developer for the purpose of constructing one or more Homes.

"By-Laws" shall mean the By-Laws of Association in the form attached as **Exhibit 3** to and made a part of this Declaration, as amended from time to time.

"Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"City" shall mean the City of Port St. Lucie, its agencies, divisions, departments and attorneys or agents authorized to act on its behalf.

"Common Areas" shall mean all real property interests and personalty within Victoria Parc at Tradition designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Victoria Parc at Tradition. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, Oak Hammock, perimeter walls and fences, recreational facilities, tennis courts, a pool, cabana, landscape easement areas, improvements, easement areas owned by others, public rights of way, additions, irrigation pumps, drainage structures, irrigation areas, irrigation lines, Surface Water Management System, Access Control System, sidewalks, streets, roads, street lights, parking areas, lights, commonly used utility facilities, project signage, other lighting, entranceways, entrance features, electronic gates, gatehouses, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. ~~NOTWITHSTANDING ANYTHING IN THIS DECLARATION CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. IN ADDITION, DEVELOPER MAY ELECT, IN DEVELOPER'S SOLE DISCRETION, NOT TO PROVIDE ANY FACILITIES, INCLUDING ANY RECREATIONAL FACILITIES, AND, IF CONSTRUCTED ANY RECREATIONAL FACILITIES MAY LATER BE WITHDRAWN FROM VICTORIA PARC AT TRADITION AS PROVIDED IN SECTION 5.3 OF THIS DECLARATION AND IF SO WITHDRAWN WILL NOT BE AVAILABLE TO OWNERS. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be conveyed to the District and comprise part of the Facilities.~~

"Community Completion Date" shall mean the date upon which all Homes in Victoria Parc at Tradition, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Plan" shall mean, collectively, the full or partial concept plan for the development of Victoria Parc at Tradition, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Community Plan is subject to change as set forth in this Declaration. The Community Plan is not a representation by Developer as to the development of Victoria Parc at Tradition or its amenities, as Developer reserves the right to amend all or part of the Community Plan from time to time.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 22.7 hereof.

"Contractors" shall have the meaning set forth in Section 22.13.2 hereof.

"County" shall mean St. Lucie County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments, supplements and modifications of this Declaration.

"Design Guidelines" shall mean the design standards and architectural and aesthetics guidelines adopted by pursuant to the Master Charter, as they may be amended, which govern new construction and modifications to property in Tradition, including structures, landscaping, and other items, constructed or installed by anyone other than the Founder.

"Developer" shall mean Touse Homes and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board, and, accordingly, shall not be deemed waived, transferred or assigned to the Owners, the Board or the Association upon the transfer of control of the Association.

"DRC" shall mean the Design Review Committee established pursuant to the Master Charter.

"District" shall have the meaning set forth in Section 10.1 hereof.

"District Debt Service Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Maintenance Special Assessments" shall have the meaning set forth in Section 10.2 hereof.

"District Revenue Bonds" shall have the meaning set forth in Section 10.2 hereof.

"Easement Area" shall mean any and all easements recorded in the Public Records of the County within the Common Areas or any Owner's Lot. Easement Areas shall include without limitation, easements for ingress and egress, utility easements, Telecommunications Systems easements, easements herein granted to the SFWMD for construction, operation and/or maintenance of the Surface Water Management System, any and all easement granted in this Declaration, and any and all easements reflected in the Plat.

"EMF" shall mean EMF Fund III, L.L.C., a Florida limited liability company.

"Equity" shall mean Equity Investments, L.L.C., a Florida limited liability company.

"Facilities" shall have the meaning set forth in Section 10.1 hereof.

"Founder" shall mean the declarant of the Master Charter, otherwise known as Tradition Development Company, LLC, its successors and assigns.

"Home" shall mean each residential home and appurtenances thereto constructed on a Lot or Parcel within Victoria Parc at Tradition. A Home shall include, without limitation, Townhome(s) and Single Family Homes(s). The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Improvement" shall have the meaning set forth in Section 24.1 hereof.

"Indemnified Parties" shall have the meaning set forth in Section 9.8.6 hereof.

"Individual Assessments" shall have the meaning set forth in Section 20.2 hereof.

"Initial Contribution" shall have the meaning set forth in Section 20.2 hereof.

"Lake Slope Maintenance Standards" shall have the meaning set forth in Section 14.7 hereof.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel, Lot or Home; and (ii) Developer and its affiliates, to the extent Developer or any of its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Victoria Parc at Tradition.

"Losses" shall have the meaning set forth in Section 9.8.6 hereof.

"Lot" shall mean any residential platted lot shown on a Plat.

"Management Company" shall have the meaning set forth in Section 9.7 hereof.

"Master Association" shall mean the Tradition Community Association, Inc. a Florida not-for-profit corporation, its successors and assigns.

"Master Charter" shall mean the Community Charter for Tradition recorded in Official Records Book 1700, at Page 868 as the same may be amended from time to time, together with all amendments and modifications thereof.

"Member" shall have the meaning set forth in Section 7.3 hereof.

"Neighborhood Association" shall have the meaning set forth in the Master Charter. Association is a Neighborhood Association.

"Neighborhood Plan" shall mean collectively any full or partial concept plan for the development of Victoria Parc at Tradition, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Neighborhood Plan is subject to change as set forth in this Declaration. The Neighborhood Plan is not a representation by Developer as to the development of Victoria Parc at Tradition or its amenities, as Developer reserves the right to amend all or part of the Neighborhood Plan from time to time.

"Neighborhood Title Documents" shall have the meaning set forth in Section 28.9 hereof.

"NFIP" shall have the meaning set forth in Section 18 hereof.

"Non-Conforming Pavers" shall have the meaning set forth in Section 9.13 hereof.

"Oak Hammock" shall mean an area to be designated as an oak tree preserve.

"Operating Costs" shall mean all costs and expenses of the Association relating, directly or indirectly, to the ownership, operation, administration, management, insurance, maintenance, repair, replacement and/or alteration of the Common Areas, including, without limitation, all costs of ownership (to the extent that the Common Areas are owned by Association); janitorial services for the Common Areas; operation; administration; all amounts payable by Association; all amounts required to remove canvas canopies located within the Common Areas as required in this Declaration; all amounts required to maintain the Surface Water Management System (if not obligation of the District); all community lighting including up-lighting and entrance lighting; all amounts payable in connection with any private street lighting agreement between Association and FPL or other utility company (if not obligation of the District); amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; Access Control Systems, if any; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; Common Area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. If any of the foregoing items identified as possible Operating Costs are included as District Maintenance Special Assessments or Master Association assessments, the same shall not be included in Operating Costs.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Builder (until the Turnover Date), or a Lender.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used in this Declaration, may include more than one Home.

"Party Roof" shall mean any roof built as part of the original construction of two or more Homes, which Homes are connected by one or more Party Walls.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean a permit issued by the SFWMD to Tradition or the District.

"Plat" shall mean any plat of any portion of Victoria Parc at Tradition filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Infrastructure" shall have the meaning set forth in Section 10.2 hereof.

"Public Records" shall mean the Public Records of St. Lucie County, Florida.

"Quarterly Assessments" shall have the meaning set forth in Section 20.2.1 hereof.

"Required Demolition" shall have the meaning set forth in Section 18.2.4 hereof.

"Required Repair" shall have the meaning set forth in Section 18.2.4 hereof.

"Resale Contribution" shall have the meaning set forth in Section 20.13 hereof.

“Reserves” shall have the meaning set forth in Section 20.2 hereof.

“Rules and Regulations” shall mean collectively the Rules and Regulations governing Victoria Parc at Tradition as adopted by the Board from time to time.

“Single Family Home” shall mean each free-standing single family home within Victoria Parc at Tradition.

“SFWMD” shall mean the South Florida Water Management District.

“Special Assessments” shall mean those Assessments more particularly described as Special Assessments in Section 20.2 hereof.

“Surface Water Management System” shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term may include exfiltration trenches, wetlands, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements, those works defined in Section 373.403(1)-(5) of the Florida Statutes, and those works authorized by SFWMD pursuant to the Permit.

“Telecommunications Provider” shall mean any party contracting with Master Association and/or Owners directly to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Master Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Victoria Parc at Tradition. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, individual satellite dishes, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

“Telephony Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

“Toll Calls” shall have the meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

“Tousa Homes” shall mean Tousa Homes, Inc., a Florida corporation, its successors and/or assigns.

“Townhome” shall mean each Home within Victoria Parc at Tradition which is part of a Townhome Building.

“Townhome Building” shall mean a single structure containing multiple Homes in which the Homes are separated by Party Walls.

“Tradition” shall mean the community composed of all property subject to the Master Charter.

“Turnover Date” shall mean the date on which Developer transfers control of Association to the Owners. Without limiting the foregoing, Developer shall never be obligated to transfer control of Association prior to the date currently required by law.

“Use Fees” shall have the meaning set forth in Section 20.2.3 hereof.

“Victoria Parc at Tradition” shall initially mean the community located on the property described in **Exhibit 1** to this Declaration (including all improvements thereon), plus whatever portions of adjacent or nearby properties (together with improvements thereon) that Tousa Homes declares as part of Victoria Parc at Tradition in any amendment to this Declaration, less whatever portions of such property (together with improvements thereon) that are declared to be withdrawn from the provisions of this Declaration or in any amendment to this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Victoria Parc at Tradition.

"Violations Committee" shall have the meaning set forth in Section 24.8.2 hereof.

3. **Plan of Development.** The planning process for Victoria Parc at Tradition is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Neighborhood Title Documents, Developer may wish and has the right, but not the obligation, to develop Victoria Parc at Tradition and adjacent property now or hereafter owned by Developer, Equity and/or EMF into residences, comprised of homes, villas, coach homes, Townhomes, zero lot line homes, patio homes, multi-family homes, Single Family Homes, condominiums, rental apartments and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. The existence at any point in time of recreational facilities, walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Victoria Parc at Tradition as finally developed. In addition, Developer may, but is not obligated to, provide recreational facilities and other facilities within Victoria Parc at Tradition, and it is possible that Developer may elect not to build or provide any facilities, including recreational facilities. Developer shall have the absolute right to plan, develop and construct Victoria Parc at Tradition and the adjacent properties at Developer's sole discretion.

4. **Amendments.**

4.1 **General Restrictions on Amendments.** Notwithstanding any other provision in this Declaration to the contrary, no amendment to this Declaration shall affect the rights of Developer without the prior written consent of Developer, which consent may be withheld or delayed for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with the Master Charter provisions which benefit the SFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 **No Vested Rights.** Each Owner, by acceptance of a deed to a Home, irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Association Documents, except as expressly set forth in this Declaration.

4.3 **Amendments Prior to and Including the Turnover Date.** Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate in Developer's sole discretion, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Victoria Parc at Tradition; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. Notwithstanding the foregoing, at all times after the Turnover Date, Developer shall have the right to amend Association Documents unilaterally to correct scrivener's errors.

4.4 **Amendments After the Turnover Date.** After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members in which there is a quorum.

5. **Annexation and Withdrawal.**

5.1 **Annexation by Developer.** Prior to and including the Turnover Date, Developer may submit additional lands as part of Victoria Parc at Tradition by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Victoria Parc at Tradition. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Victoria Parc at Tradition, including a Lot, Parcel or Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described in this Declaration as a portion of Victoria Parc at Tradition. Such amendment may contain additions to, modifications of, or omissions from, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Victoria Parc at Tradition.

5.2 **Annexation by Association.** After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66⅔%) of the Board; and (ii) seventy-five percent (75%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, Developer may unilaterally and in Developer's sole discretion, withdraw any portions of Victoria Parc at Tradition (or any additions thereto) from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Victoria Parc at Tradition shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Victoria Parc at Tradition shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Victoria Parc at Tradition). The Developer's unilateral right to withdraw property from Victoria Parc at Tradition includes the right to withdraw portions of Victoria Parc at Tradition which contain or are proposed to contain recreational facilities, and in the event such portions of Victoria Parc at Tradition are withdrawn pursuant to this Section, such recreational facilities will not be available to Owners. Association shall have no right to withdraw land from Victoria Parc at Tradition.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the circuit court of the appropriate judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to an appropriate agency of local government and, if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Victoria Parc at Tradition and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Victoria Parc at Tradition which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home, Lot or Parcel, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of this Declaration and (ii) irrevocably waives any claim and any right to deny that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Titles to Real Property Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Titles to Real Property Act will not operate to extinguish any encumbrance placed on Victoria Parc at Tradition by this Declaration. It is further expressly intended that no re-filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment, except by Developer.

7.2 Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, each Owner shall become a member of Association (a "**Member**"). Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to the Association are set forth in this Declaration, the Articles and the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and

register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Developer or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Composition of the Board. Developer reserves the right to change, from time to time prior to and including the Turnover Date, the composition of the Board. Without limiting the foregoing, Developer may change the number of Board members, the effect of a vote by a Board member, or how a Board member is elected or appointed prior to and including the Turnover Date.

7.8 Conflicts. In the event of any conflict among this Declaration, the Master Charter, the Articles, the By-Laws or any of the other Association Documents, the Master Charter shall control. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. Notwithstanding the foregoing, in the event that this Declaration is more restrictive than the Master Charter, this Declaration shall control.

8. Paramount Rights of Developer. Notwithstanding anything to the contrary in this Declaration, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Victoria Parc at Tradition for various public purposes or for the provision of Telecommunications Systems, utilities, or to make any portions Victoria Parc at Tradition part of the Common Areas, or to create and implement a community development district, special taxing district and/or special lighting district which may include all or any portion of Victoria Parc at Tradition. In addition, the Common Areas of Victoria Parc at Tradition may include decorative improvements, berms, and waterbodies. Notwithstanding anything to the contrary in this Declaration, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, repaired, replaced, insured and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or Parcel or any portion of Victoria Parc at Tradition or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, operated, leased by, dedicated to, and/or maintained by Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, operated, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein in its sole discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personalty contained therein, and such other improvements and personalty as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Victoria Parc at Tradition, from time to time, in its sole discretion, and to remove, add to modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

9.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer, and to the exclusion of others.

9.4 Conveyance.

9.4.1 Generally. Within ninety (90) days after the Turnover Date, or earlier as determined by Developer, in its sole discretion, or as may be required by applicable law, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument or by quitclaim deed

recorded in the Public Records from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold the Indemnified Parties harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each Owner's irrevocable ingress and egress easement to his or her Home as set forth in this Declaration.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purpose of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation the right to use Common Areas for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer, Equity and/or EMF (so long as Developer, Equity and/or EMF owns any portion of Victoria Parc at Tradition) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replating or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated, maintained, and administered by Association for the use and benefit of the owners of all property interests in Victoria Parc at Tradition including, but not limited to, Association, Developer, Owners and any Lenders. Notwithstanding the foregoing, subject only to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to and including the Community Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Community Completion Date, approval of (a) sixty-six and two-thirds percent (66⅔%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association being first had and obtained.

9.6 Paved Common Areas. Certain paved areas may be part of the Facilities under the jurisdiction of the District. The Common Areas may also contain certain paved areas. Without limiting any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all paved surfaces, including, but not limited to, roads, pathways and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any

upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform such work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company ("Management Company"). Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association, in which event such manager shall be included in the term Management Company. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, Members) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association has the right, at any and all times, and from time to time, to further provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4 Waterbodies. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, SFWM, DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, SFWM, the District and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within or adjacent to Victoria Parc at Tradition. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence or other structure may be placed within any lake maintenance easement. Swimming and boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas. All or a portion of the waterbodies within Victoria Parc at Tradition may be part of the Facilities and owned by the District.

9.8.5 Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of Victoria Parc at Tradition accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Victoria Parc at Tradition (e.g., the Common Areas and/or the Facilities) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Victoria Parc at Tradition and (e) design of any portion of Victoria Parc at Tradition. Each person entering onto any portion of Victoria Parc at Tradition also expressly indemnifies and agrees to hold harmless Developer, EMF, Equity, the District, Master Association, Builders, Association, and all other Neighborhood Associations and their employees, directors, representatives, officers, agents, partners, affiliates and attorneys (in-house and outsourced) (collectively, "Indemnified Parties"), from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, EMF, EQUITY, THE DISTRICT, BUILDERS, ASSOCIATION, MASTER ASSOCIATION AND ALL OTHER NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas and/or Facilities, including, without limitation, use of the lakes and other waterbodies adjacent to or within Victoria Parc at Tradition by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, EMF, Equity, Builders, the District, Master Association, Association, other Neighborhood Associations or of any of the Indemnified Parties. Should any Owner bring suit against Developer, EMF, Equity, Builders, the District, Master Association, Association, other Neighborhood Associations or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Victoria Parc at Tradition. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer and/or EMF or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas, and related improvements within Victoria Parc at Tradition, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Victoria Parc at Tradition), general offices and construction operations within Victoria Parc at Tradition; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Victoria Parc at Tradition for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Victoria Parc at Tradition; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Victoria Parc at Tradition owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Victoria Parc at Tradition including, without limitation, Parcels and Homes; (vi) excavate fill from Victoria Parc at Tradition or adjacent property by dredge or dragline, store fill within Victoria Parc at Tradition and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, Victoria Parc at Tradition and use and/or sell excess plants and trees; and (viii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Victoria Parc at Tradition.

9.10 Public Facilities. Victoria Parc at Tradition may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Victoria Parc at Tradition; provided, however, no such facility shall result in expense to the general taxpayers of the County or assumption by the County of any responsibility for maintenance of any portion thereof.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act or omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to the District, a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Water Transmission and Distribution Facilities Easement and Repair. Developer hereby grants and conveys to County or City, its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Victoria Parc at Tradition (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("Non-Conforming Pavers") in the course of construction

of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event City or County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City's or County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by City or County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City or County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees, paraprofessional fees and costs of defense, which City or County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, EMF, Equity, the District, and their respective officers, directors, members, managers, shareholders, representatives, agents, partners, affiliates and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas and/or Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.15 Site Plans and Plats. Victoria Parc at Tradition may be subject to one or more plats (each individually, a "Plat") as may be amended from time to time. The Plat may identify some of the Common Areas within Victoria Parc at Tradition. The description of the Common Areas on a Plat and any dedications by a Plat are subject to change (contingent upon receipt of the appropriate plat approval(s)) and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

10. Community Development District.

10.1 Generally. Founder has created the Tradition Community Development District No. 1 ("District") within Tradition pursuant to St. Lucie County Ordinances No. 02-010 and 06-033. Portions of Victoria Parc at Tradition may be owned by the District including, but not limited to, the roads, drainage system, landscaping and/or utilities. In the event that any portions of Victoria Parc at Tradition are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District ("Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF VICTORIA PARC AT TRADITION WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

10.2 Creation of the District. The District may issue Special Assessment Bonds (the "Bonds") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of Victoria Parc at Tradition under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following; water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community, and other infrastructure projects and services necessitated by the development of, and serving lands within, Victoria Parc at Tradition ("Public Infrastructure"). The estimated design, development, construction and acquisition costs for these facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("District Debt Service Assessments") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("District Maintenance Special Assessments").

10.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of St. Lucie County and disbursed to the District or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the

delinquent taxpayer through the issuance of a tax deed. District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The total amount of District Maintenance Special Assessments may vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section. Failure to pay such sums may result in loss of property as set forth in this Section. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 10.2 above), certain facilities including, but not limited to, roads, utilities, landscaping and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas and Facilities Part of District. Portions of the Common Areas may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event that Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in Section 9.4 herein respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and the District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

10.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and maintained by Association. The Facilities may be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

11. Conservation Areas. Lots may contain or be adjacent to wetlands, wetland mitigation or preservation areas, the Oak Hammock, or drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("Conservation Areas"). Owners of Homes abutting Conservation Areas shall not remove native vegetation (including cattails) that become established within the Conservation Areas abutting his/her Home. Removal includes, without limitation, dredging, application of herbicide, cutting and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Conservation Areas to the SFWMD.

11.1 Use Restrictions for Conservation Areas. The Conservation Areas may in no way be altered from their natural or permitted state. Activities prohibited within the Conservation Areas include, but are not limited to, the following:

11.1.1 Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

11.1.2 Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorizations;

11.1.3 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

11.1.4 Removal or destruction of trees, shrubs or other vegetation, with the exception of nuisance and exotic plant species as may be required by Developer;

11.1.5 Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface;

11.1.6 Surface use except for purposes that permit the land or water area to remain predominantly in its natural condition;

11.1.7 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

11.1.8 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas;

11.1.9 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance;

11.1.10 No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Conservation Areas described in the Permit, Conservation Easement and/or Plat, unless prior approval is received from the SFWMD;

11.1.11 Each Owner at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved of and on file with the SFWMD.

12. Party Walls. The provisions of this Section 12 shall apply to Townhomes only.

12.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding Party Walls and liability for personal damage due to negligence, willful acts or omissions shall apply to all Party Walls within Victoria Parc at Tradition which are built by Developer as part of the original construction of the Townhome Buildings and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

12.2 Duty to Paint Exterior of Townhome Buildings. Each Owner of a Townhome shall be responsible for repainting the exterior of each Townhome Building within Victoria Parc at Tradition.

12.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

12.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

12.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to Party Wall and suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro-rata share.

12.3.3 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall and written approval of the ACC.

12.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of fixing (or, if necessary, replacing) the Party Wall and any damage caused by such act and furnishing the necessary protection against such elements.

12.3.5 Easements. Association and each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall.

13. Party Roofs. The provisions of this Section 13 shall apply to Townhomes only.

13.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding Party Roofs and liability for personal damage due to negligence or willful acts or omissions shall apply to all Party Roofs within Victoria Parc at Tradition that are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility, projection, or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

13.2 Sharing of Repair, Replacement and Maintenance for Party Roofs.

13.2.1 Generally. Townhome Owners shall repair and maintain Party Roofs. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

13.2.2 Failure to Contribute. In the event that an Owner fails or refuses to pay his or her pro rata share of costs to repair, maintain and/or replace his or her portion of the Party Roof (whether or not through his or her own fault or the failure of his or her insurance company to pay any claim), then and in that event, any Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs, replacements and/or maintenance are made to the Party Roof and the

suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacement and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

13.3 Alterations. Subject to applicable building codes, the Owner of a Home sharing a Party Roof with an adjoining Home shall not make any alterations, additions or structural changes in the Party Roof without the written consent of the ACC.

13.4 Easements. Each Owner sharing a Party Roof and Association shall have all easement rights reasonably necessary to perform the obligations contained in this Declaration over the Homes sharing the Party Roof.

14. Maintenance by Association.

14.1 Common Areas. Except as otherwise specifically provided in this Declaration or the Master Charter to the contrary, Association shall at all times administer, operate maintain, repair, replace and insure the Common Areas and all improvements placed thereon, including, without limitation, Common Area landscaping and irrigation. Association shall be responsible for root pruning trees within the Common Areas.

14.2 District Facilities. The District may contract with Association for maintenance, repair and replacement of District Facilities in the District's sole and absolute discretion.

14.3 Street Lighting. Association and/or District shall at all times maintain, repair, and replace any street lighting located within Victoria Parc at Tradition, including but not limited to, street lighting which lies within one or more Lots.

14.4 Perimeter Fence. Association shall be responsible for maintaining any perimeter fence which forms a part of the Common Areas of Victoria Parc at Tradition, even if such perimeter fence lies within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any fencing within his or her Lot.

14.5 Drainage. Association and/or District shall at all times maintain the drainage systems and drainage facilities within the Common Areas.

14.6 Canvas Canopies. Association shall be responsible for the removal of all canvas canopies, if any, including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of Operating Costs of Association. Additionally, under the same wind conditions, each Owner shall be responsible, at its sole cost and expense, for the removal of all canvas canopies located within its respective Home and yard.

14.7 Lake and Canal Common Areas. The rear yard of some Homes may contain lake slopes and/or lake banks and/or canal slopes and/or canal banks. To the extent that it is not the responsibility of Master Association and/or District, Association shall maintain such lake slopes, lake banks, canal slopes and/or canal banks contained in the Common Areas and Lots, the cost of which shall be part of Operating Costs. Association may establish from time to time maintenance standards for the lake and canal maintenance by Owners who own Homes adjacent to Common Area waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of maintaining lakeslopes and/or lake banks and/or canal slopes and/or canal banks and insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this Paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

14.8 Maintenance of all Landscaping and Sprinkler Systems. Association shall be responsible for maintaining all sprinkler systems and exterior landscaping of Homes and Lots including cutting, edging, and fertilizing lawn of each Home, and maintaining trees and hedges, except for any portion of the yard which is fenced. The Association may also weed the plant bed(s) of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Owner modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Each Owner is responsible for replacing any trees, shrubs, grass or landscaping that require replacement. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that is fenced by Owner with ACC approval. In the event that grass in such fenced portion of a Lot is not maintained by the Owner, Association may, but is not obligated to, cut the grass and the cost and expense of such maintenance plus \$25.00 (or such other amount determined by the Board in its sole discretion) shall be charged to such Owner as an Individual Assessment. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE YARDS, AND OTHER HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

14.9 Irrigation and Sprinkler Systems. Association shall be responsible to maintain the sprinkler system throughout Victoria Parc at Tradition, including Common Areas and within each Lot, unless an Amendment to this Declaration is recorded making the maintenance of the sprinkler system within each Lot the maintenance obligation of the Owner of each Home. Water used for irrigation will include treated waste water ("Irrigation Quality Water"). Irrigation Quality Water is not suitable for human or pet consumption as it may contain bacteria, toxic or harmful chemicals or other substances. Each Owner agrees to indemnify and hold harmless the Indemnified Parties against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Irrigation Quality Water.

14.10 Maintenance of Lawn and Landscaping.

14.10.1 Homes. Association shall be responsible for maintaining all exterior landscaping within any yard of a Home that is not fenced including cutting, edging and fertilizing grass as well as maintenance of trees and hedges. Association shall also be responsible for the irrigation and for maintaining sprinkler system within any yard of a Home that is not fenced. The Owner of each Home shall be responsible for any or all landscaping and other improvements within any fenced portion of the Lot as provided in Section 14.8 above. In the event grass in a fenced portion of the Lot is not maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by Association in its sole and absolute discretion) shall be charged to such Owner as an Individual Assessment.

14.10.2 Landscaping of Private Roads and Entrances. Association shall be responsible for the maintenance of the sprinkler system serving the private roads located within Victoria Parc at Tradition and the entrances for Victoria Parc at Tradition.

14.11 Public Roads. It is possible that the District, Association or Master Association may maintain the medians and swales of all public roads pursuant to agreement with the appropriate governmental entities. The costs of such maintenance by Association shall be Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments.

14.12 Private Roads. All roads which are privately owned shall be maintained by Association or the District.

14.13 Perimeter Walls, Wing Walls, Sign Walls. Association shall be responsible for maintaining any perimeter and/or wing walls of Victoria Parc at Tradition even if such walls lie within one or more Lots. Association shall be responsible for maintaining, any sign wall, if any, located in the entrance way or median of the entrance road.

14.14 Surface Water Management System.

14.14.1 Duty to Maintain. The Surface Water Management System within Victoria Parc at Tradition will be owned, maintained and operated by Association, Master Association or the District as permitted by the SFWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. If owned by the Master Association, the costs of the operation and maintenance of the Surface Water Management System shall be part of operating costs for the Master Association. If owned by the District as part of the Facilities, the costs of the operation and maintenance of the Surface Water Management System may be part of the District Maintenance Special Assessments. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the SFWMD. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association, Master Association or the District to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association, Master Association or the District. Association, Master Association or the District shall accept any and all transfer of permits from Developer. Association, Master Association or the District shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association, Master Association or the District.

14.14.2 Amendments to Association Documents. Any proposed amendment to the Association Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

14.15 Adjoining Areas. Except as otherwise provided in this Declaration or in the Master Charter, Association shall also maintain those drainage areas, swales, lakes, lake maintenance easements, lake slopes and banks, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

14.16 Trash Removal. Association shall arrange and contract for all trash removal from Victoria Parc at Tradition, to the extent not performed by County or City, and the cost thereof shall be included in Operating Costs.

14.17 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner, shall be borne solely by such Owner, and the Home and/or Parcel owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

14.18 Right of Entry. Developer, the District and Association are granted a perpetual and irrevocable easement over, under and across Victoria Parc at Tradition for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any right, obligation, maintenance, alteration or repair which it is entitled or required to exercise or perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Victoria Parc at Tradition if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency. Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair such system. By this easement, Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written consent of the Association.

14.19 Maintenance of Property Owned by Others. Association shall, if designated by Master Association, the District or Developer (or by Association after the Community Completion Date) by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer and/or the District (or by Association after the Community Completion Date) upon areas which are within or outside of Victoria Parc at Tradition. Such areas may abut, or be proximate to, Victoria Parc at Tradition and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of. These areas may include (by way of example and not limitation) ~~swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.~~ To the extent there is any agreement between Developer and Association for the maintenance of any lakes or ponds outside Victoria Parc at Tradition, Association shall maintain the same as part of the Common Areas.

15. Maintenance by Owners

15.1 Townhome Maintenance.

15.1.1 Duty to Paint Exterior of Townhome Buildings. The Owners of each Townhome shall be responsible for repainting the exterior of his or her Townhome as set forth in Section 16.30. In addition, the exterior walls of each Townhome Building shall be uniformly maintained by each Owner of a Townhome, including, but not limited to, pressure cleaning.

15.1.2 Party Roofs. The Owners of each Townhome shall be responsible for repairing, replacing, and maintaining the roof of each Townhome.

15.2 Duty to Paint Single Family Homes. The Owner of each Single Family Home shall be responsible for repainting the exterior of his or her Home as set forth in Section 16.30.

15.3 Standards of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Victoria Parc at Tradition by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced by the Owner with ACC approval. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

15.4 Lawn Maintenance Standards. The following lawn maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by Association and/or Owners.

15.4.1 Trees. Trees are to be pruned as needed.

15.4.2 Shrubs. All shrubs are to be trimmed as needed.

15.4.3 Grass.

15.4.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

15.4.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

15.4.3.3 Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.

15.4.4 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

15.4.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

15.4.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during the following months: February, June and October.

15.4.7 Irrigation. Owners shall be responsible to irrigate grass. Sprinkler heads not maintained by Association shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

15.4.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed, to be determined by the Association in its sole discretion. Chemical treatment is permitted.

15.4.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

15.4.10 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

15.4.11 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

15.5 Enclosed Yard or Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with ACC approval, or has blocked access to any portion of the yard of a Home, then such Owner must maintain any portion of his or her yard or the Common Areas that is no longer readily accessible to Association. The foregoing shall not be deemed to permit the making of any such enclosure.

15.6 Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Lot or side of the Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, Easement Area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

16. Use Restrictions. Each Owner must comply with the following:

16.1 Applicability. Developer shall have the right to exempt some or all of Victoria Parc at Tradition from the provisions of this Section 16. Subject to the foregoing right of the Developer, the provisions of this Section 16 shall apply to all properties within Victoria Parc at Tradition and the use thereof, but shall not apply to Developer or portions of properties within Victoria Parc at Tradition owned or leased by Developer.

16.2 Alterations and Additions. No material alteration, addition or modification to a Parcel, Lot or Home or other improvement or structure or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration and the DRC, if applicable.

16.3 Animals. No animals of any kind shall be raised, bred or kept within Victoria Parc at Tradition for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole

discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances up to a limit of two (2) such pets per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate and urinate only in the "pet walking" areas within Victoria Parc at Traditions designated for such purpose, if any, or on that Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section. In the event of any conflict between this Section and the Master Charter, the Master Charter shall control.

16.4 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

16.5 Cars and Trucks.

16.5.1 Parking. Owners' automobiles shall be parked in the garage or driveway of the Owner's Home, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Victoria Parc at Tradition or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Victoria Parc at Tradition has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Victoria Parc at Tradition except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller and personal vehicles that can be appropriately parked within the driveway of a home (not blocking the sidewalk) may be parked in Victoria Parc at Tradition.

16.5.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Victoria Parc at Tradition for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Victoria Parc at Tradition, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

16.5.3 Prohibited Vehicles. No commercial vehicle, limousines, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Victoria Parc at Tradition except in the garage of a Home. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos™, Blazers™, Escalades™, Suburbans™, Explorers™, Navigators™, Hummers™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Victoria Parc at Tradition facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in Victoria Parc at Tradition. For any Owner who drives an automobile issued by the city, County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently. No vehicle with expired registration or license plates may be kept within public view anywhere on Victoria Parc at Tradition. Notwithstanding the foregoing, each Owner acknowledges that such Owner and its family, guests, tenants and invitees shall abide by all parking regulations issued by the local governing authority having jurisdiction.

16.6 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 18.2.4 herein and as approved by the ACC and the DRC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC and the DRC.

16.7 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer and administrative offices of Developer or Builders, no commercial or business activity shall be conducted in any Home within Victoria Parc at Tradition. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Victoria Parc at Tradition. No solicitors of a commercial nature shall be allowed within Victoria Parc at Tradition, without the prior written consent of Association. No garage or yard sales are permitted, except as permitted by Association. No day care

center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage or yard sales without the prior written consent of Developer.

16.8 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within Victoria Parc at Tradition. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS OR POSTING OF NEGATIVE WEBSITES ON THE INTERNET, NEGATIVE ADVERTISING AND NEGATIVE INFORMATION PROVIDED OR POSTED AT PUBLIC GATHERINGS ARE STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN VICTORIA PARC AT TRADITION AND THE RESIDENTIAL ATMOSPHERE THEREOF. Without limiting the foregoing, each Owner, by acceptance of a deed to a Home, agrees that picketing and posting negative signs is strictly prohibited.

16.9 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

16.10 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Victoria Parc at Tradition.

16.11 Decorations. No decorative objects including, but not limited to, birdbaths, wind chimes, figurines, light fixtures, sculptures, fountains, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Victoria Parc at Tradition without the prior written approval of the ACC. Notwithstanding the foregoing, no statues, sculptures or birdbaths of any kind can be installed or placed within the yard of a Home which is visible from the street. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed no later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

16.12 Disputes as to Use. If there is any dispute as to whether the use of any portion of Victoria Parc at Tradition complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

16.13 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. The maintenance of such systems and/or facilities within the Common Areas may be the responsibility of the Association and/or the District. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC and DRC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots that adversely affect the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Master Association, Association, District and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

16.14 Driveway Repair and Easement. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

16.15 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have any responsibility of any nature relating to any unoccupied Home, including without limitation, installing or closing hurricane shutters prior to the arrival of a hurricane, tropical storm or other severe weather condition.

16.16 Fences and Walls. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping. All enclosures of balconies or patios, including without limitation, addition of vinyl windows and decks, shall require the prior written approval of the ACC. In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 19.12 hereof. Fences on the sides of a Home shall be six (6) feet or less, wood (natural wood, white or other color approved by the ACC), shadowbox or stockade. The rear of lakefront Lots may only be fenced with white aluminum picket fence, no higher than four (4) feet.

16.17 Fuel Storage. No fuel storage shall be permitted within Victoria Parc at Tradition, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, emergency generators or similar devices and as otherwise permitted by this Declaration.

16.18 Garages. Each Home may have its own garage. No garage shall be converted into a general living area or used as living quarters by any person unless specifically approved by the ACC, nor shall any commercial or business venture be operated out of any garage. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

16.19 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be part of Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home Lot or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

16.20 General Use Restrictions. Each Home, the Common Areas and any portion of Victoria Parc at Tradition shall not be used in any manner contrary to the Association Documents.

16.21 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

16.22 Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining except to the extent otherwise provided in this Declaration. The yard of each Home may be equipped with irrigation lines, depending on the model of the Home. Owner understands that it may become necessary to install a treatment system to the irrigation water to prevent staining on the Home, sidewalks, driveways and surrounding areas and that if such treatment is necessary it shall be paid for by Owner. No Owner whose Home adjoins a waterway or lake may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of lake water is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways and lakes to irrigate Common Areas and the yards of homes subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NON EXISTENT. Developer, SFWMD, District and/or Association shall have the right to use one or more pumps to remove water from lakes and any other waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner shall be the maintenance obligation of Association and shall be deemed part of the Common Areas. The responsibility to remove any staining on the Homes due to the computerized loop irrigation system maintained by the Association as Common Areas shall be the maintenance obligation of the Association.

16.23 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home, Lot or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

16.24 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Victoria Parc at Tradition. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Victoria Parc at Tradition shall be the same as the responsibility for maintenance and repair of the property concerned.

16.25 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

16.25.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.

16.25.2 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 16.16 herein, shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

16.25.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Victoria Parc at Tradition, no change in the elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

16.25.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

16.26 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased or licensed for occupancy on any basis. No transient tenants may be accommodated in a Home. All leases, licenses or occupancy agreements shall be in writing and a copy of all such leases, licenses or occupancy agreements shall be provided to Association if so requested by Association. All leases, licenses and occupancy agreements shall be on forms approved by the Association and shall provide (and if not so provided shall be deemed to provide) that Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Victoria Parc at Tradition or administered by Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense, including the Master Charter. Leasing of Homes shall also be subject to the prior written approval of Association, as more particularly explained in Section 27.1 hereof. No time-share or other similar arrangement is permitted. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than thirty (30) days. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Home (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Additionally, as a condition to the approval by Association of a proposed lease of a Home, Association has the authority to require that a security deposit in an amount not to exceed the equivalent of one (1) month's rent be deposited into an account maintained by Association. The security deposit shall protect against damages to the Common Areas or Association Property. A security deposit held by Association under this Section shall be governed by Chapter 83 of the Florida Statutes, as it may be renumbered from time to time. Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant. All leases shall also comply with and be subject to the provisions of Section 27.1 hereof. Within ten (10) days of a lease being signed, the Owner shall notify the Board of the Master Association of the lease and provide any additional information the Board of the Master Association may reasonably require. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

16.27 Minor's Use of Facilities. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Home. Developer and Association shall not be responsible for any use of the facilities and Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

16.28 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Victoria Parc at Tradition is permitted. Nuisances shall include, without limitation, the playing of loud music or the gathering in front of homes or Common Areas by any Owner or permitted occupant, his or her immediate family, guests, tenants and invitees. No firearms shall be discharged within Victoria Parc at Tradition. Nothing shall be done or kept within the Common Areas, or any other portion of Victoria Parc at Tradition, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

16.29 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any portion of Victoria Parc at Tradition, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any portion of Victoria Parc at Tradition. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any portion of Victoria Parc at Tradition.

16.30 Paint. Homes shall be repainted within forty five (45) days of notice by the ACC. The exterior of any Townhome Building shall be uniformly maintained including, but not limited to, painting and pressure cleaning all of which may be required to be performed at the same time by the same contractor as required by the ACC.

16.31 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Victoria Parc at Tradition, which is unsightly or which interferes with the comfort and convenience of others.

16.32 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

16.33 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Victoria Parc at Tradition, change the level of the land within Victoria Parc at Tradition, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Victoria Parc at Tradition. Owners may place additional plants, shrubs, or trees within any portion of Victoria Parc at Tradition with the prior approval of the ACC. Landscape replacement shall be at the expense of the Owner.

16.34 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. Each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

16.35 Satellite Dishes and Antennas. No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home, Lot or Parcel without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration and the DRC. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of satellite dishes, antennas, and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents of Victoria Parc at Tradition. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others and satellite dishes must be on facia board when possible with no exposed wires. All antennas not permitted by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

16.36 Screened Enclosures. No screened enclosures shall be permitted without the prior written approval of the ACC and the DRC.

16.37 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

16.38 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Victoria Parc at Tradition that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration and without the prior written approval thereof by governmental agencies, if necessary; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). All "For Sale" and "For Rent" signs must be approved by the ACC and shall be no larger than twelve inches (12") by twelve inches (12"). Notwithstanding the foregoing, no broker "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of Victoria Parc at Tradition, while the Developer still holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Victoria Parc at Tradition, unless written approval of the ACC is obtained. Notwithstanding the foregoing, (i) flags that are no larger than twenty four inches (24") by thirty six inches (36") in size, attached to a Home and displayed for the purpose of a holiday; and (ii) no ACC approval is necessary for the installation of one portable, removable United States of America flag or official flag of the State of Florida displayed in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day Owners may display, in a respectful manner, portable, removable official flags, not larger than 4 ½ feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

16.39 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Victoria Parc at Tradition without prior written consent of the ACC. No basketball

backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home when not in use. No tennis courts are permitted within Lots.

16.40 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls from the street. Water softeners, trash containers, propane tanks and other similar devices shall be properly screened from the street in a manner approved by the ACC.

16.41 Subdivision and Regulation of Land. No portion of any Home, Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Victoria Parc at Tradition, without the prior written approval of Developer, which may be granted or denied in its sole discretion or if after the Turnover Date, without the prior written approval of (i) sixty-six and two thirds percent (66 2/3%) of the Board and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members at which there is a quorum.

16.42 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Victoria Parc at Tradition or within any Home or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

16.43 Swimming, Fishing, Boating, Docks and Wildlife. Swimming, fishing and feeding wildlife are prohibited within any of the lakes or waterbodies within or adjacent to Victoria Parc at Tradition. Boating and personal watercraft (e.g., jet skis) are prohibited. No docks may be erected within any lake or waterbody. Animals such as alligators and snakes may live in or around lakes or waterbodies and Owners, their guests, invitees, lessees, family members and licensees use of the lakes and waterbodies is at their own risk.

16.44 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

16.45 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

16.46 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

16.47 Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

16.48 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association and/or District in their natural state.

16.49 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

16.50 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

17. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other

protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

18. Insurance. Association shall maintain the following insurance coverage:

18.1 Common Areas. Association, acting through the Board, shall obtain and maintain the following insurance coverage, if reasonably available or if not reasonably available, the most nearly equivalent coverage as are reasonably available, at the Board's sole determination:

18.1.1 Casualty. Property and casualty insurance for all insurable improvements owned or maintained by the Association on the Common Areas, in such amounts as shall be sufficient to cover the full replacement cost of any repair or reconstruction in the event of loss or damage by fire or other insured casualty covered by a standard extended coverage endorsement.

18.1.2 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program ("NFIP"), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

18.1.3 Liability, Property Damage and Hazard Insurance. Commercial general liability insurance, property damage insurance and hazard insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

18.1.4 Directors and Officers Liability Insurance. Each member of the Board and all officers of Association shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

18.1.5 Other Insurance. Such other insurance coverage as is appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

18.1.6 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide any such insurance coverage it deems appropriate under its master insurance policy in lieu of any of the foregoing.

18.2 Homes.

18.2.1 Requirement to Maintain Insurance. The Association has the right, but not the obligation, to maintain property insurance for the Homes offering protection against loss or damage by fire or other hazards covered on an all-risk basis. If the Association chooses to maintain such insurance, the cost of such insurance will be an Operating Cost of Association. If the Association chooses to maintain such insurance, the named insured shall be the Association, individually and as agent for Owners covered by the policy without naming them and as agent for their mortgages, without naming them, and all payments for losses made by the insurer shall be paid to Association who will pay the Owner(s) on whose behalf the payment was received. If, however, the Association chooses not to obtain such insurance, then each Owner shall be required to obtain and maintain adequate insurance on his or her Home at such Owner's sole cost and expense. Such insurance shall be sufficient for necessary repair or reconstruction work, and related costs or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. If Association does not maintain insurance, upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

18.2.2 Townhome Buildings. Certain Homes are separated by Party Walls but form part of a Townhome Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building must have the written agreement of all of the Owners of Homes within such Townhome Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building and all Owners of damaged or destroyed Homes within such Townhome Building shall perform Required Repair with respect to such Homes.

18.2.3 Owners Personal Coverage. In the event Association maintains insurance in accordance with Section 18.2.1 above, Association shall not be responsible to Owners to obtain insurance coverage on personal property within the Homes, nor insurance for Owners' personal liability and expenses nor risks not otherwise required to be insured if Association elects to maintain insurance in accordance with Section 18.2.1 above.

18.2.4 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC and the DRC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must

be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth in this Declaration, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

18.2.5 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Victoria Parc at Tradition.

18.2.6 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

18.2.7 Rights of County. In the event that any Home is destroyed by fire or other casualty, County or other authorized governmental agency shall have the right, but not the obligation, to enter such Owner's Lot and/or Home for the purpose of inspecting and assessing the damage to such Home. County shall further have the right to enforce any local laws and/or ordinances with regard to the Required Repair or the Required Demolition of the Home.

18.2.8 Association Has No Liability. In the event Association does not maintain insurance for Homes, notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

18.3 Fidelity Bonds. If available, Association may obtain a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

18.3.1 The bonds shall name Association as an obligee.

18.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

18.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

18.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

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

18.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Parcel or Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

18.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

18.7 Additional Insured. Developer and the respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

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

19. Property Rights.

19.1 Owners' Easement of Enjoyment. Every Owner (including Developer, Equity and/or EMF), and its immediate family, tenants, guests and invitees, and every owner of an interest in Victoria Parc at Tradition shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which such Owner is entitled to use for their intended purpose, subject to the following provisions:

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

19.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

19.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305, Florida Statutes, as amended from time to time.

19.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

19.1.5 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

19.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

19.1.7 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

19.1.8 The rights of Developer and/or Association regarding Victoria Parc at Tradition as reserved in this Declaration including, without limitation, the right to utilize the same and to grant use rights, etc. to others.

19.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

19.1.10 Access, Ingress and Egress, and Parking. In addition to the general easements for use of the Common Areas, there shall be, and Developer, Equity and EMF reserve, grant and covenant for themselves and all future Owners and their family members, lessees and guests and to the Association, a perpetual, non-exclusive easement for access, ingress and egress for: (i) pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, Victoria Parc at Tradition; (ii) for vehicular traffic over, through and across such portions of Victoria Parc at Tradition as, from time to time, may be paved and intended and designated for such purposes; and (iii) vehicular parking on any portions of Victoria Parc at Tradition as, from time to time, may be paved and intended and designated for parking.

19.2 Development Easement. In addition to the rights reserved elsewhere in this Declaration, Developer, Equity and EMF reserve an easement for Developer or its nominees over, upon, across, and under Victoria Parc at Tradition as may be required in connection with the development of Victoria Parc at Tradition, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, or any portion of Victoria Parc at Tradition, and other lands designated by Developer. Without limiting the foregoing, Developer and EMF specifically reserve the right to use all paved roads and rights of way within Victoria Parc at Tradition for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Neither Developer, Equity nor EMF shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Victoria Parc at Tradition from Developer's sales facilities located within Victoria Parc at

Tradition. Developer has the right to use all portions of the Common Areas in connection with its marketing activities including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved in this Declaration in favor of Developer, shall be construed as broadly as possible. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any rights of Developer in this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

19.3 Signage. There is hereby reserved to Developer, its successors and assigns, a perpetual, non-exclusive easement to access all signage for Victoria Parc at Tradition to identify Developer directly below, or in close proximity, to the name of Victoria Parc at Tradition or install additional signage identifying Developer in close proximity of the signage containing the Victoria Parc at Tradition name. Further, Developer shall have the right, but not the obligation, to maintain, modify or remove such signage in its sole discretion, without consent of the Association or any Owner.

19.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways within Victoria Parc at Tradition for ingress and egress to and from Telecommunications Systems within Victoria Parc at Tradition.

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

19.6 Easement for Encroachments. If (a) any improvement upon any portion of the Common Areas encroaches upon any other portion of Victoria Parc at Tradition; (b) any improvements upon any portion of Victoria Parc at Tradition encroaches upon any portion of the Common Areas; or (c) any encroachment shall hereafter occur as a result of (i) construction of any improvements; (ii) settling or shifting of any improvement; (iii) any alteration or repair to the Common Areas (or improvements thereon) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any improvement of the Common Areas, then, in any event, an easement appurtenant to the encroachment shall exist for such encroachment and for the maintenance of the same so long as the improvements causing such encroachment shall stand. In the event that any structure is partially or totally destroyed, then rebuilt, the Owners and the Association agree that minor encroachments on Common Areas due to construction shall be permitted and that an easement for such encroachments and the maintenance of the structure shall exist. This provision shall not entitle any Owner to intentionally construct improvements which encroach upon any other portion of Victoria Parc at Tradition and no easement for encroachment shall exist if such encroachment occurred due to the willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant, or the Association. The provisions of this Section 19.6 shall not be in derogation or limitation of any other rights of the Developer.

19.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Victoria Parc at Tradition (including Lots, Parcels and/or Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

19.8 Reservation to Grant Additional Easements. The Developer reserves the right (but not the obligation) to grant, at any time in its sole and absolute discretion and prior to the Community Completion Date (without the joinder or consent of the Association or any other person or entity), or to cause the Association to grant, additional easements and rights-of-way in, to, over and upon portions of Victoria Parc at Tradition for such purposes as the Developer shall reasonably deem necessary or helpful in connection with the development, sale, use or operation of Victoria Parc at Tradition, including, without limitation, easements for improvements that may encroach upon any portion of the properties, including, without limitation, roads, driveways, walkways, sidewalks, parking spaces, retaining walls and utility lines and improvements. Each Owner, by acceptance of a deed to any Home or Lot and each mortgagee, by acceptance of a lien upon any Home or Lot, hereby authorizes the Developer to execute, on their behalf and without further authorization, such grants of easements or other instruments as may from time to time be necessary to grant easements and/or rights-of-way in, to, over and upon Victoria Parc at Tradition, or any portion thereof, in accordance with the provisions of this Declaration.

19.9 Blanket Easement in Favor of District. The District shall also have blanket easements necessary for district operations above, across and under Victoria Parc at Tradition. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

19.10 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Victoria Parc at Tradition (including Parcels and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

19.11 Drainage. A perpetual non-exclusive easement shall exist in favor of Developer, the District, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon Victoria Parc at Tradition for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of Victoria Parc at Tradition (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Victoria Parc at Tradition and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Victoria Parc at Tradition and/or water management areas, conservation areas, mitigation areas, and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

19.12 Blanket Easement in Favor of Association. Association is hereby granted an easement over all of Victoria Parc at Tradition, including all Homes and Lots, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to lakes, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

19.13 Blanket Easement in Favor of District. The District shall have a blanket easement necessary for District operations above, across, and under Victoria Parc at Tradition.

19.14 Blanket Easement in Favor of Developer. Developer shall also have blanket easements above, across and under Victoria Parc at Tradition. The easement shall permit, without limitation, all construction, maintenance and replacement activities of Developer.

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

20. Assessments.

20.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. For the purpose of Assessments payable by a Builder, each Parcel shall be deemed to contain the number of Homes which can be built on such Parcel as determined by Developer in its sole and absolute discretion. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same.

20.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health and welfare of the residents of Victoria Parc at Tradition, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including, but not limited to, the following categories of Assessments as and when levied and deemed payable by the Board and as otherwise provided in this Declaration.

20.2.1 Any Quarterly Assessment (as determined by the Board) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Quarterly Assessments").

20.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "Special Assessments");

20.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

20.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes and for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas. To the extent permitted by applicable law, at such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Quarterly Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. In addition, the Association may establish Reserves as provided in Section 20.2.4 of this Declaration. Once established by Association, Reserves may be waived or reduced as provided in Chapter 720 of the Florida Statutes. Except as otherwise provided by law, until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

20.2.5 Assessments for which one or more Owners (but less than all Owners) within Victoria Parc at Tradition is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. Further, in the event that Association decides it is in the best interest of Victoria Parc at Tradition that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

20.3 Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the surface water or stormwater management system including, but not limited to, work within retention areas, drainage structures and drainage easements.

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

20.5 Allocation of Operating Costs.

20.5.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

20.5.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Quarterly Assessments shall be allocated so that each Owner shall pay his pro rata portion of Quarterly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is one of the following: (a) the total number of Townhomes conveyed to Owners in Victoria Parc at Tradition in the case of Townhome Owners; (b) the total number of Single Family Homes conveyed to Owners in the case of Single Family Home Owners; or (c) any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the total number of either Townhomes or Single Family Homes, as the case may be, owned by Owners other than Developer.

20.5.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Quarterly Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Quarterly Assessments, which Special Assessment shall relate back to the date that the Quarterly Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided in this Declaration).

20.5.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

20.6 General Assessments Allocation. Except as hereinafter specified to the contrary, Quarterly Assessments, Special Assessments and Reserves will be assessed at different rates for Owners of Townhomes and Owners of Single Family Homes.

20.7 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

20.8 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot to the Builder.

20.9 Deficit Funding, Shortfalls and Surpluses. Each Owner acknowledges that because Quarterly Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to and including the Turnover Date except as may otherwise be expressly provided by applicable law, Developer shall have the option to (i) fund all or any portion of the shortfall in Quarterly Assessments not raised by virtue of all income received by Association or (ii) to pay Quarterly Assessments on Homes or Lots owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g., once the amount is finally determined). Except as may be otherwise expressly provided by applicable law, Developer shall never be required to (i) pay Quarterly

Assessments if Developer has elected to fund the deficit instead of paying Quarterly Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted (to the extent permitted by applicable law), (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion except as prohibited by law, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

20.10 Budgets. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial budget. A Builder shall pay Assessments as per the Builder budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

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

20.11.1 Quarterly Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association. The Board may, from time to time, determine how the Assessments will be collected by Association (i.e. monthly, quarterly or annually).

20.11.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

20.11.3 Association may establish Use Fees from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

20.11.4 If the budget of Association does not initially provide for Reserves, Association may establish Reserves upon the affirmative vote of not less than a majority of the total voting interest of Association at a duly noticed meeting of the Members at which a quorum is present or upon written consent executed by no less than a majority of all voting interests of Association. Such approval of Reserves shall state that Reserves shall be provided for in the budget of Association and designate the components for which reserve accounts are to be established. Upon such approval of Association, approved Reserves shall be included in the budget for the next fiscal year thereafter unless waived or reduced as provided in Chapter 720 of the Florida Statutes.

20.12 Initial Contribution. The first purchaser of each Lot, Home or Parcel at the time of closing of the conveyance from the Developer to the purchaser shall pay to Developer an initial contribution in the amount of two (2) months' Assessments (the "Initial Contribution"). The funds derived from the Initial Contributions shall be used at the discretion of Developer for any purpose including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

20.13 Resale Contribution. Association may establish a resale contribution ("Resale Contribution"). If established, there shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

20.14 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

20.15 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

20.16 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a claim of lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Notwithstanding the foregoing, Association may not file a claim of lien against a Home for unpaid Assessments unless a written notice of demand for past due Assessments has been made by Association, which notice must comply with Section 720.3085 of the Florida Statutes, as such section may be renumbered from time to time. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees pre-trial and at all levels of proceedings, including appeals, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns. An Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title to the Home, provided, however such liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

20.17 Collection of Master Assessments. All assessments due to Master Association ("**Master Assessments**") shall be paid by each Owner directly to Association along with any assessments then due to Association. Association shall on a quarterly basis remit a lump sum payment to Master Association in the full amount of all Master Assessments. Association shall be responsible to pay all Master Assessments to Master Association on time and in full regardless of whether such Association receives such full amount of Master Assessments from Owners.

20.18 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the Public Records prior to the claim of lien and (ii) Master Assessments. The lien for Assessments shall be a lien superior to all other liens save and except tax liens, liens for Master Assessments and mortgage liens held by a Lender, provided such mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer except as otherwise expressly provided by law. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Quarterly Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

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

20.20 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board) may be levied. In addition, any Assessments that are not paid when due shall bear interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both forty-five (45) days after the Owner has been provided with notice of the Association's intent to foreclose the lien against the Home and collect the unpaid amounts. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Any payment of past due Assessments received and accepted by Association shall be applied first to any interest accrued, then to any late fee(s) due, then to any costs and reasonable attorneys' fees incurred in collecting the Assessment(s). No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

20.21 Exemption. District shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Except as otherwise expressly provided herein, Developer shall not be responsible for any Assessments of any nature or any portion of Operating Costs. Except as may otherwise be provided by applicable law, Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 20.9 herein. In addition, the Developer prior to the Community Completion Date, and thereafter the Board shall have the right to exempt any portion of Victoria Parc at Tradition subject to this Declaration from the Assessments, provided that such portion of Victoria Parc at Tradition exempted is used (and as long as it is used) for any of the following purposes:

20.21.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

20.21.2 Any real property interest held by a Telecommunications Provider;

20.21.3 Any of Victoria Parc at Tradition exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration; and

20.21.4 Any Facilities.

20.21.5 Any Association Common Areas.

20.22 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals.

20.23 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

20.24 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

20.25 Collection of Assessments. Quarterly Assessments shall be paid by each Owner to Association together with all assessments due to such Association. Collection proceedings for an Owner's failure to pay Quarterly Assessments may be brought by Association.

21. Information to Lenders and Owners.

21.1 Availability. Current copies of Association Documents shall be available for inspection by Owners and Lenders upon written request and during normal business hours or under other reasonable circumstances.

21.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

21.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

21.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

21.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

21.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained under this Declaration; or;

21.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

22. Architectural Control. Together with the Design Guidelines in the Master Charter, the following provisions govern Victoria Parc at Tradition:

22.1 Power and Duties of Founder and/or DRC. As further explained in the Master Charter, the Founder has authority to review and act upon all applications for review of all site work, landscaping, structures, antenna, satellite dishes, improvements, sports, play, and maintenance equipment, yard and decorative items, and similar items placed or stored on any property in Tradition in a manner or location visible from outside of any existing structure ("Improvements"). Upon the Founder's total and irrevocable delegation of all of its authority pursuant to Section 5.2(a) of the Master Charter, or upon expiration or termination of the Founder's rights under the Master Charter, the authority to review and act upon all applications for review of Improvements will vest with the DRC (for purposes of this Section 22, the Founder and/or DRC shall be hereafter collectively referred to as "DRC").

22.2 Power and Duties of the ACC. The ACC shall have the right and authority to review and approve and disapprove plans and specifications for the exterior design, landscaping, location, size type or appearance of any proposed structures or improvements, Home, structure or other improvement on a Lot or Parcel. No structures or improvements shall be constructed on any portion of Victoria Parc at Tradition, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Victoria Parc at Tradition, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

22.3 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Victoria Parc at Tradition. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ACC shall have the right to form subcommittees consisting of representatives from Association to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Community Standards as set forth herein.

22.4 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

22.5 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Victoria Parc at Tradition. Accordingly, the ACC shall have the right and authority to approve or disapprove all architectural, landscaping, and improvements within Victoria Parc at Tradition by Owners other than Developer. The ACC shall have the right to evaluate and approve or disapprove all plans and specifications as to harmony of exterior design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Community Standards and such other published guidelines and standards as may be adopted by the ACC from time to time. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional guidelines or standards or modification of existing guidelines or standards, including, without limitation, the Community Standards, shall require the consent of Developer, which may be granted or denied in its sole discretion.

22.6 Neighborhood Plan. Developer has established an overall Neighborhood Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Neighborhood Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING VICTORIA PARC AT TRADITION. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW VICTORIA PARC AT TRADITION WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

22.7 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. In addition, each Owner and its contractors and employees shall observe, and comply with, the Tradition Community Standards as found in Part Two of the Master Charter and amended the Board of the Master Association from time to time. In the event of any conflict among the Community Standards and the Tradition Community Standards, the Tradition Community Standards shall control. Notwithstanding the foregoing, in the event that the Community Standards are more restrictive than the Tradition Community Standards, the Community Standards shall control. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

22.8 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. Meetings of the ACC shall be open to all Members.

22.9 Procedure. In order to obtain the approval of the ACC and DRC, each Owner shall observe the following:

22.9.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

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

22.9.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

22.9.4 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within such forty-five (45) days, the plans and specifications shall be deemed disapproved.

22.9.5 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

22.9.6 In the event that the ACC approves any plans and specifications, the Owner shall submit the required application(s) and fee(s) to the DRC.

22.9.7 Approval by DRC will be pursuant to Section 5.3 of the Master Charter.

22.9.8 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

22.10 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by both the ACC and the DRC including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of both the ACC and the DRC in the same manner as required for approval of original plans and specifications. Notwithstanding the foregoing, the ACC shall have no right to approve any changes to a Home not visible from the exterior of a Home.

22.11 Variances. Association or ACC, subject to approval from DRC, shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, neither Association nor the ACC shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in this Declaration or the Community Standards. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in this Declaration or in the Community Standards on any other occasion.

22.12 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

22.13 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC and DRC has been obtained:

22.13.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Victoria Parc at Tradition shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Victoria Parc at Tradition shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Victoria Parc at Tradition and no construction materials shall be stored in Victoria Parc at Tradition subject, however, to such conditions and requirements as may be promulgated by the ACC and DRC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Victoria Parc at Tradition or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail in any regard to comply with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

22.13.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Victoria Parc at Tradition as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

22.13.3 Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Victoria Parc at Tradition.

22.13.4 The ACC and/or DRC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Victoria Parc at Tradition. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC and/or DRC may also promulgate requirements to be inserted in all contracts relating to construction within Victoria Parc at Tradition and each Owner shall include the same therein.

22.14 Inspection. There is specifically reserved to Association, DRC and ACC and to any agent or member of any of them, the right of entry and inspection upon any portion of Victoria Parc at Tradition at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration, the Master Charter or the Community Standards.

22.15 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association, the DRC or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, incurred by Association, DRC or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC, DRC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

22.16 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association, DRC and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, in connection therewith.

22.17 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC and DRC, Association and/or ACC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

22.18 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a certificate of compliance from the ACC and the DRC, certifying that the Owner has complied with the requirements set forth in this Declaration and in the Master Charter, respectively. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the certificate of compliance. The

issuance of a certificate of compliance does not abrogate the ACC's or the DRC's rights set forth in Section 22.14 of this Declaration and in the Master Charter.

22.19 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, the DRC, Association, or the provisions of the Community Standards.

22.20 Exculpation. The ACC's rights of review and approval or disapproval of plans and other submissions under this Declaration are intended solely for the benefit of the ACC and Association. Neither the ACC, the Association, the Developer, EMF, Equity nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other party by reason of mistakes in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions except as otherwise expressly provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by the submission of the same, and any Owner, by acquiring title to a Home, agrees not to seek damages from the Developer, EMF, Equity, the ACC and/or the Association or any of their respective officers, directors, shareholders, members, managers, employees, agents, contractors, consultants or attorneys arising out of the ACC's review of any plans or other submissions under this Declaration except as otherwise expressly provided by Section 720.3035. Without limiting the generality of the foregoing, the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Each party submitting plans, specifications and other submissions for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Further, each Owner agrees to indemnify and hold Developer, EMF, Equity, Association and the ACC harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and costs, pre-trial and at all levels of proceedings, including appeals), arising out of any review of plans by the ACC under this Declaration except as otherwise expressly prohibited by law.

23. Master Association. Each Owner and Home is subject to the Master Charter which contains, among other things, architectural review requirements, assessment obligations, and use restrictions.

23.1 Surface Water Management System. The District or the Master Association, their respective successors and assigns, or an appropriate agency of local government shall maintain the Surface Water Management System. Any lakes within Victoria Parc at Tradition shall be the maintenance responsibility of the Master Association or the District.

23.2 Master Association and District Easements. Without limiting any provision of the Master Charter, the Master Association and the District, and their agents, employees, and managers, shall be deemed to have easements of ingress and egress in, over, and across the Common Areas for all reasonable purposes including, without limitation, such easements required for maintenance of the lake and canal banks and slopes for Victoria Parc at Tradition, if any, and the entry and boundary signs.

23.3 Priority of Master Association Lien. A Claim of Lien for Assessments payable to the Master Association shall be superior to a Claim of Lien for Assessments due to Association.

24. Owners Liability.

24.1 Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("Improvement") on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of Victoria Parc at Tradition drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

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

24.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or

24.2.2 Cause any damage to any improvement or Common Areas; or

24.2.3 Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

24.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

24.2.5 Impede Developer from proceeding with or completing the development of Victoria Parc at Tradition,

then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, removing unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, incurred shall be assessed against the Owner as an Individual Assessment.

24.3 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

24.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

24.3.2 Commence an action to recover damages; and/or

24.3.3 Take any and all action reasonably necessary to correct the violation or breach.

24.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

24.5 No Waiver. The failure of the Developer, Association and/or the ACC to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

24.6 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

24.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Owners and/or Association, Owners by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

24.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD and/or District.

24.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

24.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

24.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

24.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

25. Additional Rights of Developer.

25.1 Sales and Administrative Offices. For so long as Developer and its assigns owns any property in Victoria Parc at Tradition, are affected by this Declaration, or maintains a sales office or administrative office within Victoria Parc at Tradition, Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Victoria Parc at Tradition and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Victoria Parc at Tradition. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Victoria Parc at Tradition, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting the foregoing, Developer shall have the right to maintain an office within Victoria Parc at Tradition for administrative purposes, including, without limitation, covering warranty work, if any, for one (1) year after the Community Completion Date. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date..

25.2 Modification. The development and marketing of Victoria Parc at Tradition will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Victoria Parc at Tradition to, as an example and not a limitation, amend a Plat and/or the Neighborhood Plan, and/or re-plat Victoria Parc at Tradition, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient in its sole and absolute discretion, to accomplish the same.

25.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their successors and assigns shall have the right, at any time, to hold marketing, special and/or promotional events within Victoria Parc at Tradition and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market Victoria Parc at Tradition and Homes in advertisements and other media by making reference to Victoria Parc at Tradition, including, but not limited to, pictures or drawings of Victoria Parc at Tradition, Common Areas, Parcels and Homes constructed in Victoria Parc at Tradition. All logos, trademarks, and designs used in connection with Victoria Parc at Tradition are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

25.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Victoria Parc at Tradition and Developer shall have the right to temporarily close the Common Areas when Developer is using the Common Areas for such purposes.

25.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

25.6 Management. Developer may manage the Common Areas by contract with Association. Developer may also contract with a third party ("Manager") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of developer, who shall have no duty to account for or disclose the amount of such compensation.

25.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Victoria Parc at Tradition so long as any such easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental

program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Victoria Parc at Tradition. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

25.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including, without limitation, attorneys' fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

25.9 Additional Development. If Developer withdraws portions of Victoria Parc at Tradition from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

25.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Victoria Parc at Tradition including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Victoria Parc at Tradition or in Victoria Parc at Tradition or adjacent to or near Victoria Parc at Tradition, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

25.11 Telecommunications Services. Master Association is specifically authorized to provide, or to enter into contracts with other entities to provide Telecommunications Services.

25.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER MASTER DECLARATION, ASSOCIATION, ANY NEIGHBORHOOD ASSOCIATION, DEVELOPER, THE DISTRICT NOR BUILDER SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF VICTORIA PARC AT TRADITION INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.12.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF VICTORIA PARC AT TRADITION HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF VICTORIA PARC AT TRADITION AND THE VALUE THEREOF; AND

25.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR ST. LUCIE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

25.12.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF VICTORIA PARC AT TRADITION (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST

ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

25.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, TO THE EXTENT DISPUTES ARE NOT RESOLVED THROUGH MEDIATION AND/OR ARBITRATION, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

25.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN ST. LUCIE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN ST. LUCIE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN ST. LUCIE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN ST. LUCIE COUNTY, FLORIDA.

25.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT VICTORIA PARC AT TRADITION TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

25.16 Access Control System. Developer or its nominees, successors, assigns, affiliates, and licensees may, but have no obligation to, install or contract for an Access Control System. Association shall have the right, but not the obligation to install or contract for the installation or provision of an Access Control System for Victoria Parc at Tradition. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Access Control System prior to the Community Completion Date. In addition, all Owners specifically acknowledge that Victoria Parc at Tradition may have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION, DEVELOPER, EMF AND EQUITY SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every Owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

25.16.1 Components. The Access Control System, if installed, may include one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Community Completion Date, Association may expand the Access Control System by a vote of the majority of the Board, without the joinder or consent of the Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add manned or unmanned gate

houses, information booths, sensors, gates and other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Community Completion Date without the prior written consent of Developer.

25.16.2 Part of Operating Costs. If furnished and installed within any Home, the cost of operating and monitoring any Access Control System may be included in Operating Costs of Association and may be payable as a portion of the Assessments against Owners. The purpose of the Access Control System will be to control access to Victoria Parc at Tradition.

25.16.3 Owners' Responsibility. All Owners and occupants of any Home, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, and the ACC and its members, do not represent or warrant that (a) any Access Control System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Access Control System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Access Control System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Access Control System, Developer shall not be liable to the Owners or Association with respect to such Access Control System, and the Owners and Association shall not make any claim against Developer for any loss that an Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Access Control System. Each Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of an Access Control System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within Victoria Parc at Tradition or any residential subdivision contained therein. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Community Access Control System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the monitoring service is designed to monitor the same. Each and every Owner and the occupant of each Home acknowledges that Developer, and Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes or Parcels. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

26. Refund of Taxes and Other Charges. Unless otherwise provided in this Declaration, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

27. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

27.1 Selling, Leasing and Mortgaging of Homes. In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

27.2 Transfers Subject to Approval.

27.2.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association, which approval may be conditioned only on Owner being current in payment of all Assessments due to Association under the terms of this Declaration and giving notice to Association pursuant to Section 27.3.1. Association shall have the right to withhold approval of any transfer a Home until such time as the Owner is current in payment of such Assessments.

27.2.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association, which approval shall not be unreasonably withheld. The renewal of any lease, including any lease previously approved by Association under this Section 27, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

27.2.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association, which approval may be conditioned only on Owner being current in payment of all Assessments due to Association under the terms of this Declaration and giving notice to Association pursuant to Section 27.3.1.

27.2.4 Other Transfers. If any Owner proposes to transfer his or her title, or any interest therein in any manner not provided under this Section 27, the proposed transfer shall be subject to the approval of Association, which approval may be conditioned only on Owner being current in payment of all Assessments due to Association under the terms of this Declaration and giving notice to Association pursuant to Section 27.3.1.

27.3 Approval by Association. To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

27.3.1 Notice to Association.

27.3.1.1 Sale. An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.

27.3.1.2 Lease. An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

27.3.1.3 Gift. An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

27.3.1.4 Failure to Give Notice. If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

27.3.1.5 Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

27.3.2 Certificate of Approval.

27.3.2.1 Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records of St. Lucie County, Florida (the "Public Records").

27.3.2.2 Lease. If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.

27.3.2.3 Devise or Inheritance. Any person who has obtained a Home by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Home) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Home as may be reasonably required by the Board and a certified copy of the instrument by which such Home was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 27.3.2.4 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

27.3.2.4 Gift. If the Owner giving notice proposes to transfer his or her title by gift, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer of title to the Home. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Owner and shall be recorded in the Public Records.

27.3.3 Approval of Owner Other Than an Individual. Inasmuch as the Home may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Home for such use, if the Owner or purchaser of a Home is a corporation, trust or other entity, the approval of ownership by the corporation, trust, or other entity shall be conditioned upon the primary occupant or the beneficial owners of the entity being approved by Association. Any change in such primary occupant or beneficial owners of the Home shall be deemed a change of ownership subject to Association approval pursuant to this Section.

27.3.4 Disapproval by Association. Other than lease transaction, Association may only disapprove of transfer if Owner is not current in payment of assessments due to Association. In the event the Board disapproves of a transfer of possession of a Home by lease, then the Owner may not lease the Home to the intended

lessee for whom the Owner sought approval. In the event the Board disapproves of a transfer (in any manner other than by lease) Owner may not transfer his or her interest until such time as Owner becomes current in assessments payable to Association and thereafter obtains approval of Association as provided in this Declaration.

27.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by a Lender or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a Lender or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Home at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer.

27.5 Unauthorized Transactions. Any sale, transfer mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by Association.

27.6 Notice of Lien or Suit.

27.6.1 Notice of Lien. An Owner shall give notice to Association of every lien upon his or her Home other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of such lien.

27.6.2 Notice of Suit. An Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Home; such notice is to be given within five (5) days after the Owner receives knowledge thereof.

27.6.3 Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

28. General Provisions.

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

28.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

28.3 Execution of Documents. Developer's plan of development for the property (including, without limitation, the creation of one (1) or more special taxing districts and/or the District, amending the Plat, or re-platting) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that such documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district, amending the Plat, or re-platting); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Victoria Parc at Tradition, to execute or otherwise join in any petition and/or other documents required in connection with the creation of the District or any special taxing district relating to Victoria Parc at Tradition or any portion(s) thereof.

28.4 Disclaimer of Warranties. To the maximum extent lawful, Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Common Areas, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans and all other express and implied warranties of any kind or character. As to any implied warranty which cannot be disclaimed entirely, all secondary, incidental and consequential damages are specifically excluded and disclaimed (claims for such secondary, incidental and consequential damages being clearly unavailable in the case of implied warranties which are disclaimed entirely above).

28.5 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer

during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy

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

28.7 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

28.8 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF VICTORIA PARC AT TRADITION ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, AFFILIATES, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO VICTORIA PARC AT TRADITION. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF VICTORIA PARC AT TRADITION, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO VICTORIA PARC AT TRADITION WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF VICTORIA PARC AT TRADITION HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

28.9 Neighborhood Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such Home is subject to certain land use documents and title documents and all amendments thereto, which may include among other items, any title documents recorded in the Public Records of St. Lucie County, unrecorded land use documents and the following documents identified in this Declaration and any other documents affecting title to Victoria Parc at Tradition (collectively, the "Neighborhood Title Documents").

28.9.1 Notices of Establishment of the Westchester No. 4 Community Development District recorded in Official Records Book 1446 at Page 1344 and in Official Records Book 1694 at Page 411.

28.9.2 Interlocal Agreement between St. Lucie County and the Westchester Community Development Districts Number One through Four recorded in Official Records Book 1518 at Page 2469 as amended by virtue of First Amendment to Interlocal Agreement between St. Lucie County and the Westchester Community Development Districts Number One through Four recorded in Official Records Book 1678 at Page 1.

28.9.3 Annexation and Development Agreement recorded in Official Records Book 1648 at Page 2879.

28.9.4 Agreement to Dedicate Community Infrastructure recorded in Official Records Book 1659 at Page 2439 as amended by virtue of First Amendment to Agreement to Dedicate Community Infrastructure recorded in Official Records Book 1871 at Page 2586.

28.9.5 Community Charter for Tradition recorded in Official Records Book 1700 at Page 868 as affected by the following: (i) First Supplement to Community Charter for Tradition recorded in Official Records Book 1828 at Page 2776; (ii) Second Supplement to Community Charter for Tradition recorded in Official Records Book 1876 at Page 955; (iii) Third Supplement to Community Charter for Tradition recorded in Official Records Book 1933 at Page 2042; (iv) Fourth Supplement to Community Charter for Tradition recorded in Official Records Book 1928 at Page 297; (v) Fifth Supplement to Community Charter for Tradition recorded in Official Records Book 1932 at Page 528; (vi) Sixth Supplement to Community Charter for Tradition recorded in Official Records Book 1965 at Page 1624; (vii) Sixth Supplement to Community Charter for Tradition recorded in Official Records Book 1965 at Page 1624; (viii) Seventh Supplement to Community Charter for Tradition recorded in Official Records Book 2065 at Page 2167; (ix) Eighth Supplement to Community Charter for Tradition recorded in Official Records Book 2088 at Page 642; (x) Ninth Supplement to Community Charter for Tradition recorded in Official Records Book 2126 at Page 715; (xi) Tenth Supplement to Community Charter for Tradition recorded in Official Records Book 2123 at Page 434.

28.9.6 Interlocal Agreement recorded in Official Records Book 1584 at Page 452 as affected by First Amendment to Interlocal Agreement recorded in Official Records Book 1899 at Page 932 and Ordinance No. 02-013 recorded in Official Records Book 1509 at Page 1582.

28.9.7 Final Judgment Validating Bonds recorded in (i) Official Records Book 1535 at Page 89; (ii) Official Records Book 1535 at Page 80; (iii) Official Records Book 1535 at Page 71; (iv) Official Records Book 1535 at Page 62; and in (v) Official Records Book 1535 at Page 53.

28.9.8 District Development Interlocal Agreement recorded in Official Records Book 1525 at Page 866.

28.9.9 Notice of Adoption of the Development Order for the Tradition Development of Regional Impact recorded in Official Records Book 1810 at Page 1990.

28.9.10 Reservoir Access Easement Agreement recorded in Official Records Book 1536 at Page 1754 and Reservoir Restrictive Covenant and Access Easement Agreement recorded in Official Records Book 1745 at Page 2002.

28.9.11 Gatlin Boulevard Easement Agreement recorded in Official Records Book 1088 at Page 1068 and Gatlin Boulevard Extension Road Agreement recorded in Official Records Book 1038 at Page 1078 as amended by virtue of Amended and Restated Gatlin Boulevard Extension Road Agreement and Amendment of Gatlin Boulevard Easement Agreement recorded in Official Records Book 1499 at Page 2023 and further amended by Amendment of Amended and Restated Gatlin Boulevard Extension Road Agreement and Amendment of Gatlin Boulevard Easement Agreement recorded in Official Records Book 1536 at Page 1846.

28.9.12 12. Notice of Special Assessments for Series 2003 Bonds recorded in Official Records Book 1881 at Page 2139 and Declaration of Consent to Imposition of Special Assessments recorded in Official Records Book 1881 at Page 2114.

28.9.13 City of Port St. Lucie Utility Systems Department Commercial Service Agreement/Permit to Connect recorded in Official Records Book 1802 at Page 1753.

28.9.14 Consent to Use of Roadways recorded in Official Records Book 1882 at Page 1338.

28.9.15 Covenants and Restrictions referenced in that certain Special Warranty Deed recorded in Official Records Book 1932 at Page 535.

28.9.16 City of Port St. Lucie Utility Systems Department Commercial Service Agreement/Permit to Connect recorded in Official Records Book 2070 at Page 156.

28.9.17 Temporary Access Easement recorded in Official Records Book 1932 at Page 582.

28.9.18 Plat of Tradition Plat No. 29 recorded in Plat Book 47 at Page 20.

28.9.19 Ordinance No. 06-036 recorded in Official Records Book 2651 at Page 23.

28.9.20 Affidavit Confirming Error on Recorded Plat recorded in Official Records Book 2683 at Page 1848.

ALL OF THE FOREGOING ARE RECORDED IN THE PUBLIC RECORDS OF COUNTY AND ARE HEREBY INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN.

Developer's plan of development for Victoria Parc at Tradition may necessitate from time to time the further amendment, modification and/or termination of the Neighborhood Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE NEIGHBORHOOD TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Neighborhood Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home, (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Neighborhood Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Neighborhood Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Neighborhood Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON FOLLOWING PAGE]

29. EMF and Equity. EMF and Equity have joined into the execution of this Declaration solely to submit their interest in and to any properties in Victoria Parc at Tradition to the covenants, conditions, restrictions, easements, reservations, regulations, charges, liens and other matters set forth in this Declaration and in order to afford Developer all of the rights, benefits and privileges of the Developer set forth herein. Notwithstanding anything to the contrary, EMF and Equity make no warranty or any representation of any kind or nature concerning this Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavow any such warranty or representation as well as any participation in the development of Victoria Parc at Tradition. None of the representations contained herein, (if any) or other documents shall be deemed to have been made by EMF and Equity, nor shall they be construed to create any obligation on EMF and Equity to any person relying thereon. Without limiting the generality of the foregoing, and notwithstanding anything to the contrary, EMF and Equity shall not be liable for any breach or non observance of, or for any failure to perform, fulfill or comply with, any covenants, agreements, representations, warranties or obligations hereunder, other than against their interest in the properties subject to this Declaration, nor shall any recourse be had against EMF and Equity for any claim based thereon, other than against their interest in the properties subject to this Declaration. Further, any and all releases, indemnifications and/or waivers in favor of Developer shall be deemed to run equally in favor of EMF and Equity, and any and all references to Developer owned Homes or rights granted to Developer for as long as Developer owns a Home (or a certain number of Homes) shall be deemed to refer to Homes owned by Developer, EMF or Equity.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 3rd day of October, 2007.

WITNESSES:

TOUSA HOMES, INC., a Florida corporation

Mary Flynn
Print Name: MARY FLYNN
Michelle Lasky
Print Name: Michelle Lasky

By: [Signature]
Name: RON BUTER
Title: VICE PRESIDENT {Seal}

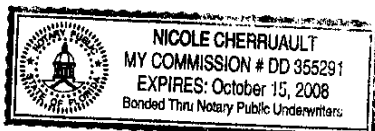
STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:

The foregoing instrument was acknowledged before me this 4 day of Oct, 2007 by Ron Buter, as Vice President of Touse Homes, Inc., a Florida corporation, who is personally known to me or who has produced identification on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: Nicole Cherrault



JOINDER

VICTORIA PARC AT TRADITION ASSOCIATION, INC.

VICTORIA PARC AT TRADITION ASSOCIATION, INC. ("Association") does hereby join in the Declaration for Victoria Parc at Tradition (the "Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Declaration as Association has no right to approve the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of October, 2007.

WITNESSES:

VICTORIA PARC AT TRADITION ASSOCIATION, INC.,
a Florida not-for-profit corporation

Mary Flynn
Print Name: MARY FLYNN
Michelle Laskie
Print Name: Michelle Laskie

By: [Signature]
Name: LYNNE GAUDET
Title: President
Date: 10-3-07
{SEAL}

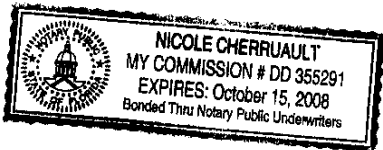
STATE OF FLORIDA)
COUNTY OF Palm Beach) SS.:

The foregoing instrument was acknowledged before me this 4 day of Oct, 2007 by Lynne Gaudet, as President of VICTORIA PARC AT TRADITION ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: Nicole Cherruault



JOINDER

TRADITION COMMUNITY ASSOCIATION, INC.

TRADITION COMMUNITY ASSOCIATION, INC. ("**Master Association**") does hereby join in the Declaration for Victoria Parc at Tradition (the "**Declaration**") to which this Joinder is attached and provides its consent to the recording thereof in the St. Lucie County Public Records.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 18th day of October, 2007.

WITNESSES:

TRADITION COMMUNITY ASSOCIATION, INC. ,
a Florida not-for-profit corporation

J. Paul Fanning
Print Name: J. Paul Fanning
Mary Christine Moore
Print Name: Mary Christine Moore

By: [Signature]
Name: John P. Gallagher
Title: PRESIDENT
Date: 10/18/07
{SEAL}

STATE OF FLORIDA)
COUNTY) SS.:
OF St. Lucie)

The foregoing instrument was acknowledged before me this 18th day of October, 2007 by John P. Gallagher as President of TRADITION COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification, on behalf of the corporation.

My commission expires:



Mary Christine Moore
NOTARY PUBLIC, State of Florida at Large

Print Name: Mary Christine Moore

JOINDER

EMF FUND III, L.L.C.

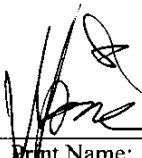
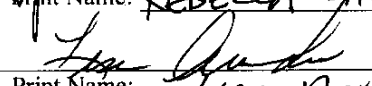
EMF FUND III, L.L.C., a Florida limited liability company ("**EMF**") does hereby join in the Declaration for Victoria Parc at Tradition (the "**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

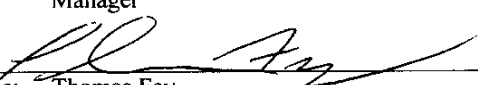
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of September, 2007.

WITNESSES:

EMF FUND III, L.L.C.

a Florida limited liability company


 Print Name: REBECCA CHEUNG

 Print Name: Lisa Avicchio

By: EMF CAPITAL, INC., a Florida Corporation, its
 Manager
 By: 
 Name: Thomas Fey
 Title: President
 Date: 9/13/07

{SEAL}


STATE OF FLORIDA)

COUNTY OF PALM BEACH)


SS.:

The foregoing instrument was acknowledged, before me this 14th day of September, 2007 by Thomas Fey, as President of EMF CAPITAL, INC., a Florida Corporation, for and on behalf of EMF FUND III, L.L.C., a Florida limited liability company, who is personally known to me or who has produced personally known as identification, on behalf of the corporation.

My commission expires:


 NOTARY PUBLIC, State of Florida at Large

Print Name: REBECCA CHEUNG

NOTARY PUBLIC-STATE OF FLORIDA
 Rebecca Yin Mei Cheung
 Commission # DD393689
 Expires: FEB. 11, 2009
 Bonded Thru Atlantic Bonding Co., Inc.

JOINDER

EQUITY INVESTMENTS, LLC

EQUITY INVESTMENTS, LLC., a Florida limited liability company ("Equity") does hereby join in the Declaration for Victoria Parc at Tradition (the "Declaration") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12th day of SEPTEMBER, 2007.

WITNESSES:

EQUITY INVESTMENTS, LLC
a Florida limited liability company

[Signature]
Print Name: Diana Marquez By: [Signature]
[Signature]
Print Name: Carmen Jusino Name: DAVID SHAPIRO
Title: MANAGING MEMBER
Date: SEPTEMBER 12, 2007
{SEAL}

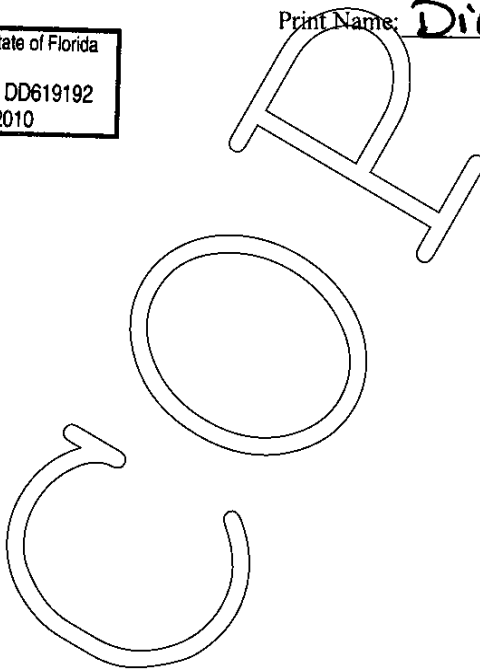
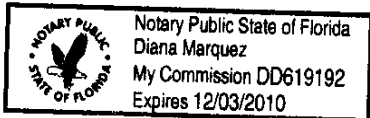
STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS.:

The foregoing instrument was acknowledged before me this 12th day of SEPTEMBER, 2007 by DAVID SHAPIRO, as MANAGING MEMBER of EQUITY INVESTMENTS, LLC, a Florida limited liability company, who is personally known to me or who has produced as identification, on behalf of the corporation.

My commission expires: 12/03/2010

[Signature]
NOTARY PUBLIC, State of Florida at Large

Print Name: Diana Marquez



JOINDER

TOUSA HOMES FLORIDA, L.P.

TOUSA HOMES FLORIDA, L.P., a Delaware limited partnership, does hereby join in the Declaration for Victoria Parc at Tradition (the "**Declaration**") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 4th day of October, 2007.

WITNESSES:

TOUSA HOMES FLORIDA, L.P., a Delaware limited partnership

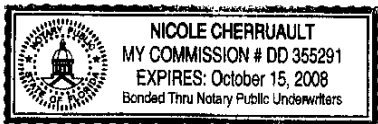
[Signature]
Print Name: LYNNE GAUDET
[Signature]
Print Name: NICOLE CHERRUAULT

By: [Signature]
Name: RON YUTER
Title: VICE PRESIDENT
Date: 10-4-07

The foregoing instrument was acknowledged before me this 4 day of Oct, 2007 by Ron Yuter, as Vice President of Touse Homes Florida, L.P., who is personally known to me or who has produced as identification, on behalf of the partnership.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: NICOLE CHERRUAULT



COPIES

**CONSENT TO
DECLARATION FOR
VICTORIA PARC AT TRADITION**

BANK OF FLORIDA

BANK OF FLORIDA, a Florida banking corporation ("**Mortgagee**"), the holder of a Mortgage Deed and Security Agreement recorded in Official Records Book 2455 at Page 2982 in the Public Records of St. Lucie County, Florida ("**Mortgage**"), which encumbers the Land described in **Exhibit 1**, does hereby Consent to the Declaration for Victoria Parc at Tradition, to which this consent is attached (the "**Declaration**"), and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Developer under the Declaration nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgage. Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Victoria Parc at Tradition. None of the representations contained in the Declaration (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 13 day of September, 2007.

WITNESSES:

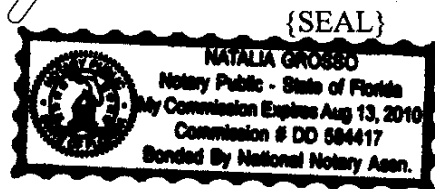
BANK OF FLORIDA,
a Florida banking corporation

Print name: REBECCA CHEUNG

Print name: ILIRIKO KURACIC

By: Charles K. Cross, Jr.
Name: Charles K. Cross, Jr.
Title: EVP

STATE OF Palm Beach (FLORIDA)
COUNTY OF Palm Beach) SS.



The foregoing instrument was acknowledged before me this 13 day of September, 2007 by Charles Cross as EVP of BANK OF FLORIDA, a Florida banking corporation, who is personally known to me or who produced personally known as identification, on behalf of the _____.

My commission expires:

Aug 13, 2010

NOTARY PUBLIC, State of Florida
Print name: NATALIA GROSSO

**CONSENT TO
DECLARATION FOR
VICTORIA PARC AT TRADITION**

CITICORP NORTH AMERICA, INC.

CITICORP NORTH AMERICA, INC., a Delaware banking corporation, ("Mortgagee") the holder of a Mortgage Deed and Security Agreement recorded in Official Records Book 2809 at Page 2856 in the Public Records of St. Lucie County, Florida ("Mortgage"), which encumbers the Land described in Exhibit 1, does hereby Consent to the Declaration for Victoria Parc at Tradition, to which this consent is attached (the "Declaration"), and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Developer under the Declaration nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgage. Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Victoria Parc at Tradition. None of the representations contained in the Declaration (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 10 day of October, 2007.

WITNESSES:

CITICORP NORTH AMERICA, INC.,
a Delaware banking corporation

Ruchita Chandra
Print name: RUCHITA CHANDRA

Francisco Casal
Print name: FRANCISCO CASAL

By: Tucker Borden
Name: Tucker Borden
Title: Vice President

[Signature] {SEAL}

STATE OF New York)
COUNTY OF New York) SS.:

The foregoing instrument was acknowledged before me this 10 day of October, 2007 by Tucker Borden as Vice President of CITICORP NORTH AMERICA, INC. a Delaware banking corporation, who is personally known to me or who produced _____ as identification, on behalf of the _____

My commission expires:

04/26/2011

Kamla D. Haniff
NOTARY PUBLIC, State of New York
Print name: KAMILA D. HANIFF

KAMILA D. HANIFF
Notary Public, State of New York
No. 01146023623
Qualified in Nassau County
Commission Expires April 26, 2011

EXHIBIT 1
LEGAL DESCRIPTION

All of the Plat of Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47 at Page 20 of the Public Records of St. Lucie County, Florida.

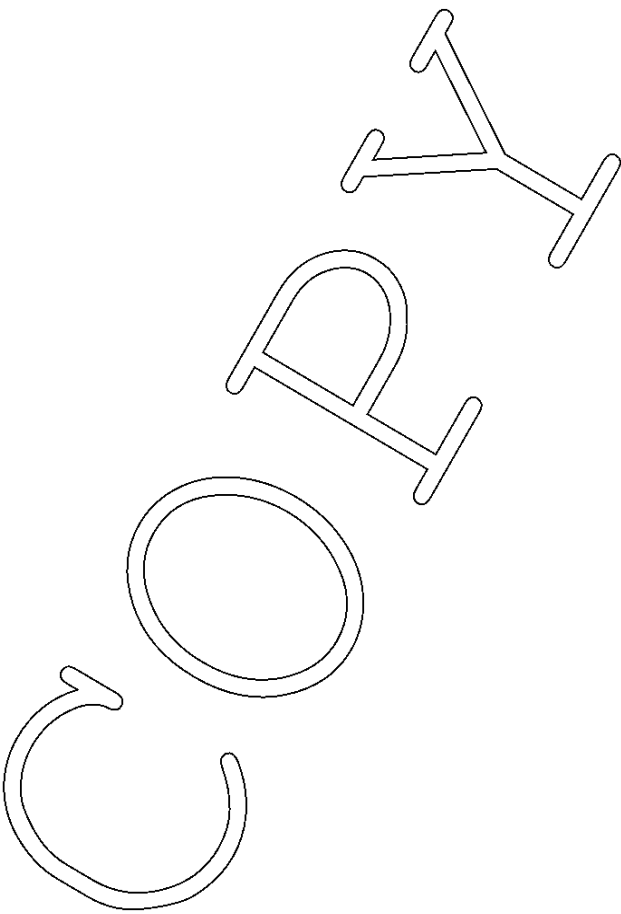
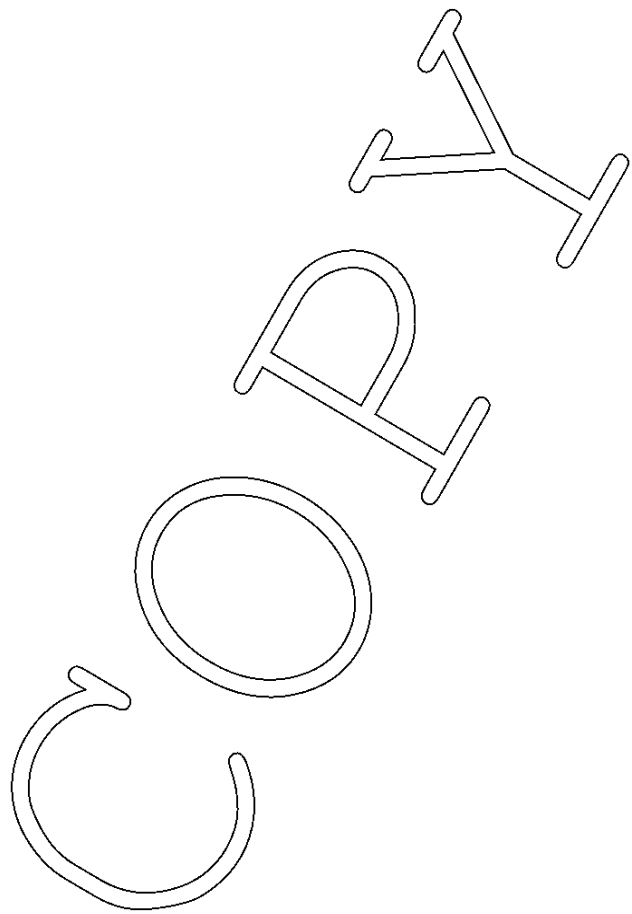


EXHIBIT 2
ARTICLES OF INCORPORATION



(((H07000134378 3)))

**ARTICLES OF INCORPORATION
VICTORIA PARC AT TRADITION
ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**



((H07000134378 3))

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**ARTICLES OF INCORPORATION
FOR
VICTORIA PARC AT TRADITION ASSOCIATION, INC.
(A CORPORATION NOT FOR PROFIT)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby adopt the following Articles of Incorporation (these "**Articles**"): .

1. Name of Corporation. The name of the corporation shall be VICTORIA PARC AT TRADITION ASSOCIATION, INC. (the "**Association**").

2. Principal Office. The principal office of the Association is 123 N. W. 13 Street, Boca Raton, FL 33432.

3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 123 NW 13th Street, Suite 300, Boca Raton, Florida 33432. The name of the Registered Agent of the Association is:

LYNNE GAUDET

4. Definitions. A declaration entitled Declaration for Victoria Parc at Tradition (the "**Declaration**") will be recorded in the Public Records of St. Lucie County, Florida, and shall govern all of the operations of a community to be known as Victoria Parc at Tradition. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration; (c) administer the interests of the Association and the Owners; and (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. Association is a not-for-profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members, Board of Directors or officers.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration and any applicable law, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and By-Laws, as herein provided.

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Victoria Parc at Tradition.

7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments payable pursuant to the terms of the Declaration, these Articles and the By-Laws.

7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Common Areas or other property of Association and establish reserves for deferred maintenance or capital expenditures.

7.5 To acquire (by gift, purchase, or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including but not limited to the Common Areas) in connection with the functions of the Association except as limited by the Declaration and any applicable law.

7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing Association, the Common Areas, Lots, Parcels and Homes, as provided in the Declaration, and to effectuate all of the purposes for which Association is organized.

Victoria Parc at Tradition
Articles

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7.10 To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

7.11 To employ personnel and retain independent contractors to contract for management of Association and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association.

7.12 To contract for services to be provided to, or for the benefit of, Association, Owners and the Common Areas as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 To provide any and all supplemental municipal services as may be necessary or proper.

7.15 To pay utility bills for utilities serving the Common Areas or other property.

7.16 The obligation to operate and maintain the Surface Water Management System within Victoria Parc at Tradition (including, without limitation, all lakes, canals, retention areas, culverts, wetland areas, mitigation areas, and related appurtenances, if any) in a manner consistent with the South Florida Water Management District ("SFWMD") Permit requirements and SFWMD rules and to assist in the enforcement of the provisions of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within Victoria Parc at Tradition.

7.17 To contract with the District for any legal purpose.

7.18 To purchase insurance for the Common Areas and insurance for the protection of the Association, its officers, directors and Owners.

7.19 To hold all funds and property owned or acquired by Association in the name of Association for the benefit of its members in accordance with the provisions of the Declaration, these Articles, and the By-Laws.

8. Term of Existence. Association shall have perpetual existence.

9. Voting Rights. Owners and Developer shall have the voting rights set forth in the By-Laws.

10. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of directors shall be held at the annual meeting of the members. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME

ADDRESS

Lynne Gaudet

123 NW 13 Street, Suite 300
Boca Raton, Florida 33432

Ron Yuter

123 NW 13 Street, Suite 300
Boca Raton, Florida 33432

Larry Goldstein

123 NW 13 Street, Suite 300
Boca Raton, Florida 33432

11. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the circuit court having jurisdiction of the judicial circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a government agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any

Victoria Parc at Tradition
Articles

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governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association in which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.

13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

Jeffrey R. Margolis, Esq.
Duane, Morris LLP
200 South Biscayne Blvd., Suite 3400
Miami, Florida 33131

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the officers who shall serve until their successors are elected by the Board are as follows:

President:

Lynne Gaudet
123 NW 13 Street
Suite 300
Boca Raton, Florida 33432

Vice President:

Ron Yuter
123 NW 13 Street
Suite 300
Boca Raton, Florida 33432

Secretary/ Treasurer:

Larry Goldstein
123 NW 13 Street
Suite 300
Boca Raton, Florida 33432

16. Indemnification.

16.1 Indemnity. Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of Association, against expenses (including reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings including appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

16.2 Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or intentional misconduct in the performance of his duties to Association, unless and only to the extent

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that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

16.3 Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

16.4 Expenses. To the extent that a director, officer, employee or agent of Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 16.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

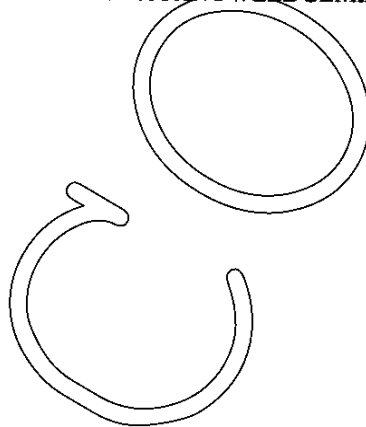
16.5 Approval. Any indemnification under Section 16.1 above (unless ordered by a court) shall be made by Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 16.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Owners.

16.6 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by Association as authorized in this Article 16.

16.7 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the By-Laws, agreement, vote of Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its directors or officers or developer, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its officers or directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the officer or director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said officers' or directors' votes are counted for such purpose. No director or officer of Association shall incur liability by reason of the fact that such director or officer may be interested in any such contract or transaction. Interested directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board or committee thereof which authorized the contract or transaction.

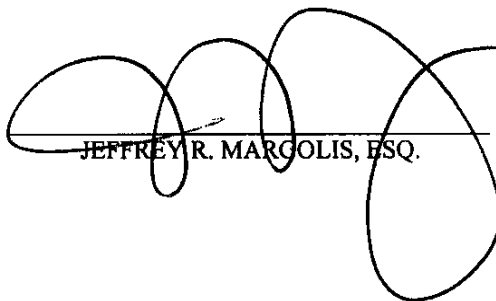
[SIGNATURE AND ACKNOWLEDGEMENT ON FOLLOWING PAGE]



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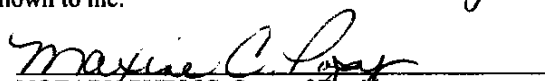
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 16th day of May, 2007.


JEFFREY R. MARGOLIS, ESQ.

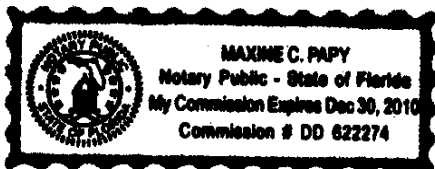
STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

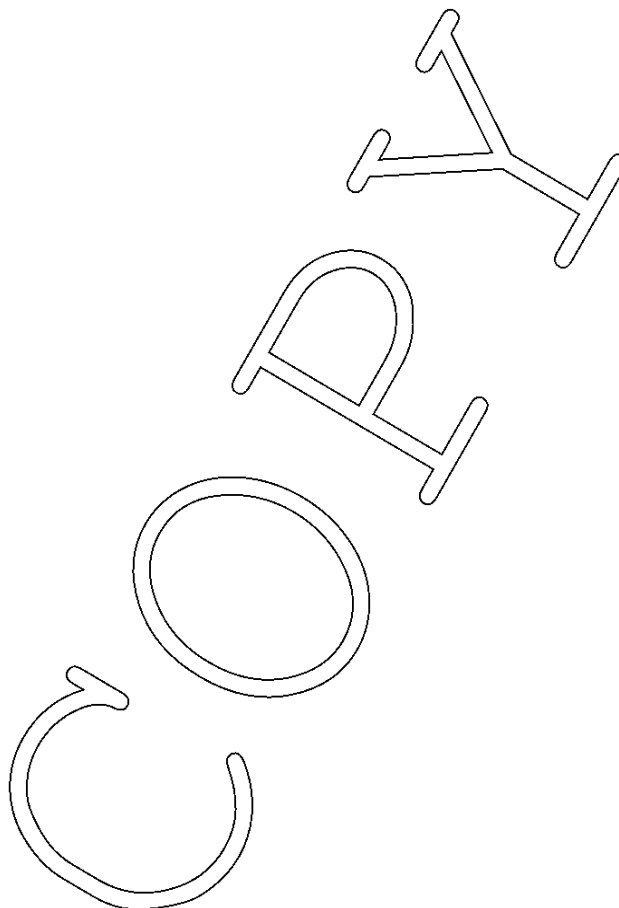
The foregoing instrument was acknowledged before me this 16th day of May, 2007 by JEFFREY R. MARGOLIS, ESQ. who is personally known to me.

My commission expires:


NOTARY PUBLIC, State of Florida
at Large

Print Name: MAXINE C. PARY





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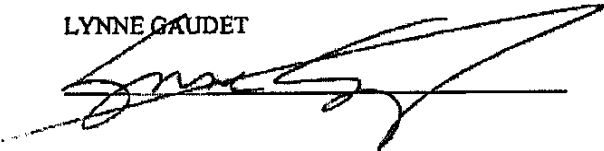
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ACCEPTANCE BY REGISTERED AGENT

I, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agree to act in this capacity, and I am familiar with, and accept, the obligations of this position and further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

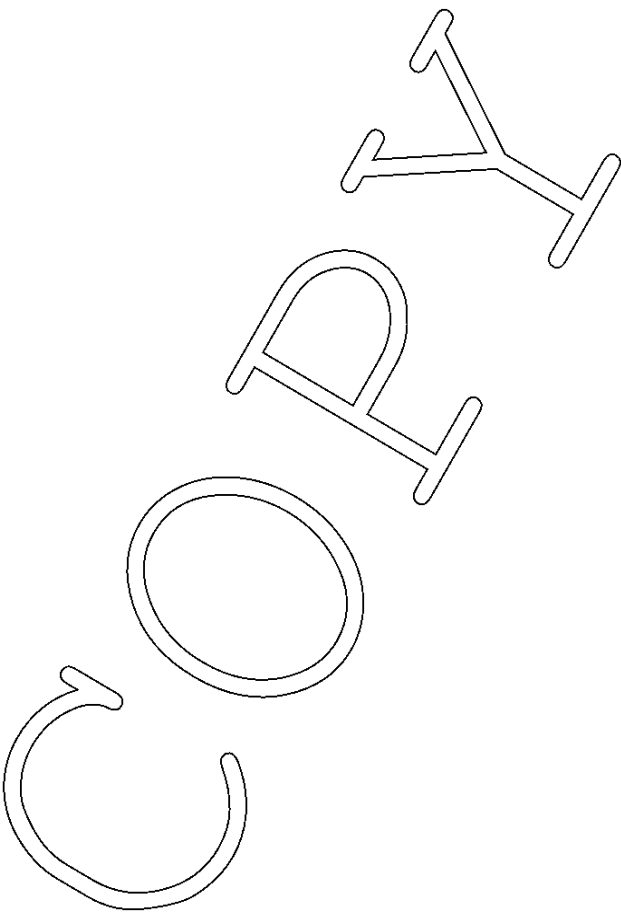
Dated this 16th day of May, 2007.

LYNNE GAUDET



COPIES

EXHIBIT 3
BY-LAWS



**BY-LAWS
OF
VICTORIA PARC AT TRADITION
ASSOCIATION, INC.**

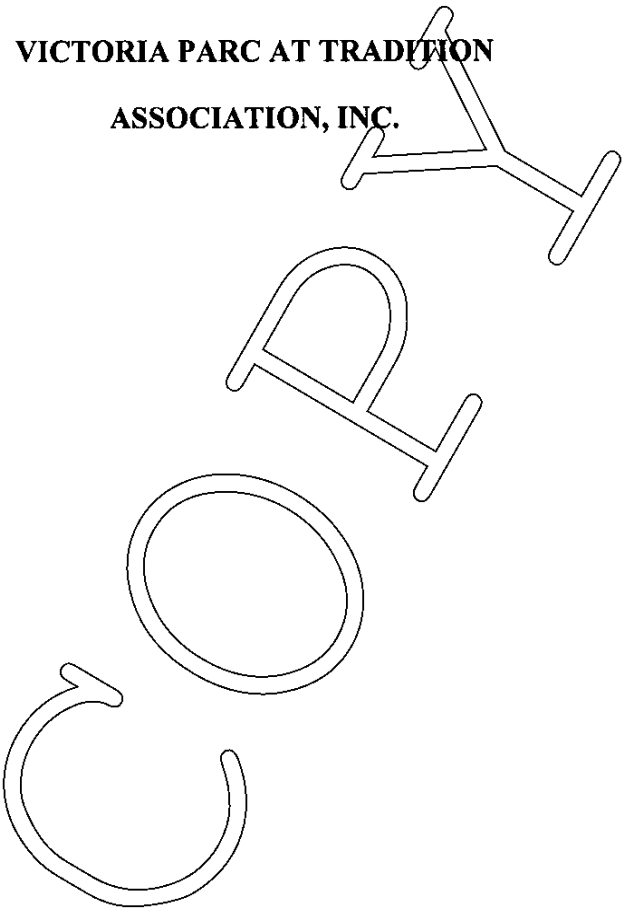


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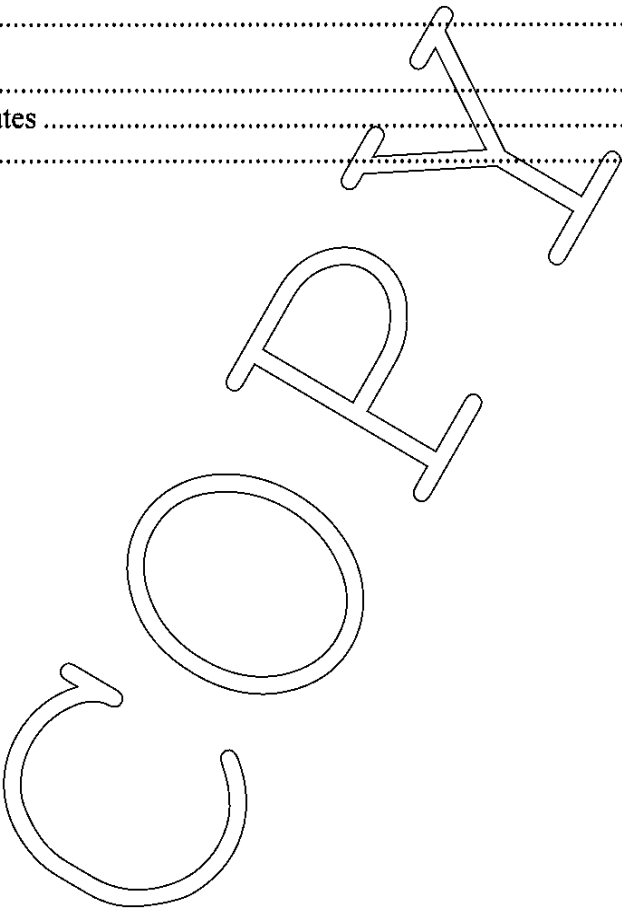
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BY-LAWS
OF
VICTORIA PARC AT TRADITION
ASSOCIATION, INC.

1. Name and Location. The name of the corporation is VICTORIA PARC AT TRADITION ASSOCIATION, INC. ("**Association**"). The principal office of the corporation shall be located at 123 NW 13 Street, Suite 300, Boca Raton, Florida 33432, or at such other location determined by the Board of Directors (the "**Board**") from time to time.

2. Definitions. The definitions contained in the Declaration for Victoria Parc at Tradition (the "**Declaration**") relating to the residential community known as Victoria Parc at Tradition, recorded, or to be recorded, in the Public Records of St. Lucie County, Florida, are incorporated herein by reference and made a part hereof. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"**Annual Members Meeting**" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"**Articles**" shall mean the Articles of Incorporation for Association, as amended from time to time.

"**By-Laws**" shall mean these By-Laws, together with all amendments and modifications thereof.

"**Declaration**" shall mean the Declaration as modified from time to time.

"**Developer**" shall mean Touse Homes, Inc., a Florida corporation, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Master Association**" shall mean the Tradition Community Association, Inc. a Florida not-for-profit corporation, its successors and assigns.

"**Master Charter**" shall mean the Community Charter for Tradition recorded in Official Records Book 1700, at Page 868 as the same may be amended from time to time, together with all amendments and modifications thereof.

"**Member**" shall mean a member of Association.

"**Minutes**" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"**Official Records**" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"**Special Members Meeting**" shall have the meaning assigned to such term in Section 3 of these By-Laws.

"**Turnover Date**" shall have the meaning set forth in the Declaration.

"**Voting Interests**" shall mean the voting rights held by the Members.

3. Members.

3.1 Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one (1) vote appurtenant to each Home. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a Home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. For example, if the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee (but not both) may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations and Limited Liability Companies. If a Home is owned by a corporation or limited liability company, the corporation or limited liability company shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "**Annual Members Meeting**") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "**Special Members Meeting**") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the Member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Association.

3.5 Quorum of Members. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, ~~however, a quorum shall not be present~~ at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By-Laws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(8) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

4. Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board consisting of no less than three (3) persons and no more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

4.2 Term of Office. The election of directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting, except that election of the Directors upon transition of control of the Association from Developer to Owners shall be on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by the Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a director elected by the Members, the remaining directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No director shall receive compensation for any service rendered as a director to Association; provided, however, any director may be reimbursed for actual expenses incurred as a director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of directors. Any action so approved shall have the same effect as though taken at a meeting of directors.

4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all directors of Association at or in conjunction with the Annual Members Meeting and the number of directors will be determined by the Board, subject to Section 4.1 above.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour and date as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) directors. Each director shall be given not less than two (2) days' notice except in the event of an emergency. Notice to directors may be waived by such directors. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of Association funds in the minimum amount as may reasonably be required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney/client privilege.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall state the time and place of such meeting, and notices of special meetings of the Board shall also include the purpose or purposes of the meetings. Notices shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any Association newsletter distributed to the Members. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

6. Powers and Duties of the Board.

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

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, and enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Victoria Parc at Tradition by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Dedicate, grant license, lease, concession, create easements upon, sell or transfer all or part of the Common Areas to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration; and acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, including non-parcel owners, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.1.9 District. Contract with the District for any lawful purpose.

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

6.3 Limitations. Prior to and including the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as may be necessary in order to operate Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments against or due from each Owner, including, but not limited to, fines, lien enforcement, and other necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to do so, of the Members.

7.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

8. Officers and Their Duties.

8.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

8.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

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

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

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

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

8.7 Multiple Offices. The offices of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

8.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

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

8.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

9. Committees.

9.1 General. The Board may appoint such committees as it deems appropriate. The Board may fill any vacancies on all committees.

9.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided in the Declaration, Association shall have the authority and standing to seek, in courts of competent jurisdiction, enforcement of any decisions of the ACC.

10. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association during regular business hours. Copies may be purchased, by a Member, at a reasonable cost.

11. Corporate Seal. Association shall have an impression seal in circular form.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment, such consent to be at Developer's sole and absolute discretion. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected.

12.2.1 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not

require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

13. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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

15. Miscellaneous.

15.1 Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, they shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

15.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.

COPY

RETURN TO:
PERSONAL AND TITLE, INC.
PO BOX 48
WEST PALM BEACH, FL 33401

PREPARED BY AND RETURN TO:

Prepared by, Record and Return To:
LAURIE L. GILDAN, ESQ.
GREENBERG TRAURIG, P.A.
777 S. FLAGLER DR., SUITE 300E
WEST PALM BEACH, FLORIDA 33401

FIRST AMENDMENT TO DECLARATION FOR VICTORIA PARC AT TRADITION

THIS FIRST AMENDMENT TO DECLARATION FOR VICTORIA PARC AT TRADITION (this "**First Amendment**") is made by EQUITY-EMF HOA, INC., a Florida corporation ("**Developer**") and joined by Victoria Parc at Tradition Association, Inc., a Florida not-for-profit corporation (the "**Association**").

RECITALS

A. That certain Declaration for Victoria Parc at Tradition was recorded in Official Records Book 2894, at Page 2431, of the Public Records of St. Lucie County, Florida (the "**Original Declaration**") respecting the residential community known as Victoria Parc at Tradition (the "**Community**"), which is more particularly described on Exhibit "A" attached hereto and made a part hereof.

B. Section 4.3 of the Original Declaration provides that, prior to the Turnover Date, the Developer shall have the right to amend the Original Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. The Turnover Date has not yet occurred.

C. Developer desires to amend the Original Declaration as set forth herein.

NOW THEREFORE, the Developer hereby declares that every portion of Victoria Parc at Tradition is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. **Conflicts.** In the event that there is a conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document. Except as modified hereby, the Original Declaration shall remain in full force and effect.

3. **Definitions.** All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration, except that the defined terms are hereby modified as follows:

"**Declaration**" shall mean the Original Declaration and this First Amendment together with all amendments and modifications thereof.

"**District No. 1**" shall have the meaning set forth within Section 10.1 hereof.

4. **Community Development District.** Section 10.1 of the Declaration is hereby replaced in its entirety by the following:

10.1 **Generally.** The Tradition Community Development District No. 4 ("**District No. 4**"), formerly known as the Westchester Community Development District No. 4, has been created within Tradition. District No. 4 has delegated to the Tradition Community Development District No. 1, formerly known as the Westchester Community Development District No. 1 (the "**District No. 1**"), various rights and powers in accordance with the District Development Interlocal Agreement dated April 10, 2002 and attached as Exhibit A to an Interlocal

Agreement between St. Lucie County and Westchester Community Development Districts Number One through Four dated April 10, 2002 and recorded in Official Records Book 1518, Page 2469, as amended by that certain First Amendment dated March 11, 2003, recorded in Official Records Book 1678, Page 1 and as further amended by that certain Second Amendment dated March 14, 2006, and recorded in Official Records Book 2770, Page 1562, all in the Public Records of St. Lucie County, Florida. District No. 4 and District No. 1 are collectively referred to as the "District"). Portions of Victoria Parc at Tradition may be owned by the District, acting by and under delegated authority from, and holding title for the use and beneficial ownership of District No. 4, including, but not limited to, the roads, drainage system, landscaping and/or utilities. In the event that any portions of Victoria Parc at Tradition are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District ("Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF VICTORIA PARC AT TRADITION WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

5. Consent of District. The Consent attached as Exhibit A to this First Amendment is hereby added to the Original Declaration.
6. The Community may not include any recreational facilities and Developer makes no representations, warranties or guarantees regarding any recreational facilities within The Community. Developer is not required to build or provide any recreational facilities including, but not limited to, a pool, cabana or tennis courts. Developer may elect, in Developer's sole discretion, not to build or provide any recreational facility and it is not known at this time when or if any recreational facilities will be built or provided. Association assessments will not include any charges or expenses relating to recreational facilities unless and until such facilities are available to owners within The Community.
7. The planning process for The Community is ever evolving and must remain flexible and Developer has the right to develop and construct The Community in Developer's sole discretion. Any site plan and/or plat of The Community is not a guaranty of what facilities will be constructed within The Community and what property will ultimately comprise The Community. All renderings, plans, models, graphics, sales brochures or other papers and materials reflecting The Community are not a guaranty of how The Community will appear upon completion or what facilities will ultimately be constructed within The Community. Developer reserves the right, in its sole discretion, to (i) modify or amend any site plan or plat of The Community or re-plat property comprising The Community in accordance with applicable laws and ordinances, (ii) withdraw portions of the property comprising The Community and/or amend the legal description of The Community, and (iii) change the structure and number of homeowners' associations governing The Community. Some of the effects of any of the foregoing include, but are not limited to, increasing or decreasing the size of The Community, the number of homes, the common areas and facilities available for the use and benefit of owners of homes, the amount of assessments payable by owners of homes, and the number of homeowners' association governing The Community.
8. Except as specifically modified herein, the Declaration shall remain in full force and effect and is not otherwise amended.
9. Covenant. This First Amendment shall be a covenant running with the land.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 15th
day of April, 2008.

WITNESSES:

Carmen Fusino
Print Name: Carmen Fusino
Diana Marquez
Print Name: Diana Marquez

EQUITY-EMF HOA, INC., a Florida corporation

By David Shapiro
Name: DAVID SHAPIRO
Title: PRESIDENT

{SEAL}

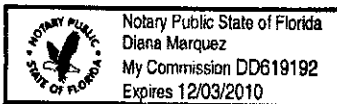
STATE OF FLORIDA)
Alamogordo COUNTY)

SS.:

The foregoing was acknowledged before me this 15th day of April, 2008 by
DAVID SHAPIRO as PRESIDENT of EQUITY-EMF HOA,
INC., a Florida corporation, who is personally known to me or who has produced
as identification on behalf of the
entity.

My commission expires: 12/03/2010

Diana Marquez
NOTARY PUBLIC
State of Florida at Large
Print name: Diana Marquez



JOINDER

VICTORIA PARC AT TRADITION ASSOCIATION, INC.

VICTORIA PARC AT TRADITION ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") does hereby join in the First Amendment to Declaration for Victoria Parc at Tradition (the "First Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of January, 2008.

WITNESSES:

Carmen Fusino
Print Name: Carmen Fusino
Diana Marquez
Print Name: Diana Marquez

VICTORIA PARC AT TRADITION
ASSOCIATION, INC., a Florida not-for-profit corporation

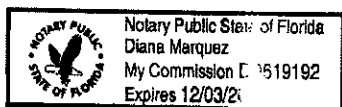
By: Diana Marquez
Name: Diana Marquez
Title: President
{SEAL}

STATE OF FLORIDA)
)
Franklin County) SS.:

The foregoing was acknowledged before me this 12 day of May, 2008 by Diana Marquez as PRESIDENT of VICTORIA PARC AT TRADITION ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires:
12/03/2010

Diana Marquez
NOTARY PUBLIC, State of Florida at Large
Print name: Diana Marquez



CONSENT

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.1 f/k/a Westchester Community Development District No. 1, a local unit of special purpose government organized and existing in accordance with Chapter 190, Florida Statutes (the "District"), acting by and under delegated authority from the Tradition Community Development District No. 4, f/k/a Westchester Community Development District No. 4 in accordance with the District Development Interlocal Agreement dated April 10, 2002, which is attached as Exhibit A to that certain Interlocal Agreement between St. Lucie County and Westchester Community Development Districts No. 1 through No. 4 recorded in Official Records Book 1518, Page 2469, of the Public Records of St. Lucie County, Florida, as amended, does hereby consent to the Declaration for Victoria Parc at Tradition (the "Declaration"). The District agrees that this Consent is for convenience purposes only and does not apply to the effectiveness of the Declaration as the District has no right to approve the Declaration. By executing this Consent, the District does not waive any rights or powers granted to the District by Chapter 190 of the Florida Statutes or any St. Lucie County ordinance nor does the Declaration amend or subordinate the lien of any taxes, non-ad valorem assessments, or special assessments levied or to be levied by the District.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this 11th day of December, 2007.

WITNESSES:

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, f/k/a Westchester Community Development District No. 1, a Florida local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes, acting by and under delegated authority from the Tradition Community Development District No. 4, f/k/a Westchester Community Development District No. 4 in accordance with the District Development Interlocal Agreement dated April 10, 2002 which is attached as Exhibit A to that certain Interlocal Agreement between St. Lucie County and Westchester Community Development Districts No. 1 through No. 4 recorded in Official Records Book 1518, Page 2469, of the Public Records of St. Lucie County, Florida, as amended.

Print Name: H. Eslerland

By:

Name: JAMES H. ANDERSON

Title:

(Chairman)

Print Name: DANIEL B. JACOB (SEAL)

STATE OF FLORIDA)

COUNTY OF St. Lucie)

SS.:

The foregoing instrument was acknowledged before me this 11 day of December, 2007 by James H. Anderson, as Chairman of TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1, a Florida local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes, who is personally known to me or who has produced _____ as identification, on behalf of the District.

My commission expires:

NOTARY PUBLIC

State of Florida at Large

Print Name

Elizabeth Needham



**CONSENT TO
FIRST AMENDMENT TO DECLARATION FOR
VICTORIA PARC AT TRADITION**

BANK OF FLORIDA

BANK OF FLORIDA, a Florida banking corporation ("Mortgagee"), the holder of a Mortgage Deed and Security Agreement recorded in Official Records Book 2455 at Page 2982 in the Public Records of St. Lucie County, Florida ("Mortgage"), which encumbers the Land described in Exhibit 1 of the Declaration for Victoria Parc at Tradition (the "Declaration"), does hereby Consent to the First Amendment to Declaration for Victoria Parc at Tradition, to which this consent is attached (the "First Amendment"), and acknowledges that the terms thereof are and shall be binding upon the undersigned and its successors and assigns.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Developer under the Declaration or First Amendment nor shall this consent affect the priority of lien of the Mortgage or the interest of the Mortgage. Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration or the First Amendment, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of Victoria Parc at Tradition. None of the representations contained in the Declaration, the First Amendment (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon.

IN WITNESS WHEREOF, the undersigned has executed this Consent on this ____ day of _____, 2008.


WITNESSES:

BANK OF FLORIDA,
a Florida banking corporation

Penny Drackin
Print name: PENNY DRACKIN

Sophia Clarke
Print name: Sophia Clarke

By: Charles K. Cross, Jr.
Name: Charles K. Cross, Jr.
Title: EVP

NOTARY PUBLIC-STATE OF FLORIDA
 Rebecca Yin Mei Cheung
Commission # DD393689
Expires: FEB. 11, 2009
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA)
COUNTY OF BROWARD) SS.:

The foregoing instrument was acknowledged before me this 18th day of April, 2008 by Charles K. Cross, Jr. EVP of BANK OF FLORIDA, a Florida banking corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

Rebecca Yin Mei Cheung
NOTARY PUBLIC, State of FLORIDA
Print name: REBECCA YIN MEI CHEUNG

Exhibit A

All of the Plat of Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47,
Page 20 of the Public Records of St. Lucie County, Florida.

WPB 381,800,231v2 054431.013200

TURN TO:
LEGAL LAND TITLE, INC.,
PO BOX 43
ST. LUCIE COUNTY, FL 34956

PREPARED BY AND RETURN TO:

JEFFREY R. MARGOLIS, ESQ.
JEFFREY R. MARGOLIS, P.A.
DUANE MORRIS LLP
200 SOUTH BISCAYNE BLVD., SUITE 3400
MIAMI, FLORIDA 33131

ASSIGNMENT OF DEVELOPER'S RIGHTS

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS (this "Assignment") is made and executed as of the 1st day of January, 2008 (the "Effective Date") by Touse Homes, Inc., a Florida corporation ("Touse" or "Assignor") and EQUITY-EMF HOA, Inc., a Florida corporation ("Assignee").

RECITALS:

- A. Pursuant to that certain Declaration for Victoria Parc at Tradition recorded in Official Records Book 2894 at Page 2431 of the Public Records of St. Lucie County, Florida (the "Declaration"), Touse is the original developer of Victoria Parc at Tradition, a residential community within St. Lucie County, Florida ("Victoria Parc") which is more particularly described on Exhibit A attached hereto and made a part hereof.
- B. EMF Fund III, L.L.C., a Florida limited liability company ("EMF") holds title to portions of Victoria Parc legally described on the attached Exhibit B (the "EMF Land").
- C. Equity Investments, LLC, a Florida limited liability company ("Equity") holds title to portions of Victoria Parc, legally described on the attached Exhibit C (the "Equity Land").
- D. EMF and Equity, or their affiliates, have formed Assignee.
- E. Touse holds title to portions of Victoria Parc legally described on Exhibit D (the "Touse Land").
- F. The Developer, as such term is defined in the Declaration, holds certain rights, powers, privileges, easements, exemptions and exceptions pursuant to the Declaration.
- G. Touse, as Developer, controls the homeowners' association responsible for the administration and maintenance of Victoria Parc, Victoria Parc at Tradition Association, Inc., a Florida not-for-profit corporation (the "Association"). The Association is responsible for the operation of the Common Areas (as defined in the Declaration) of Victoria Parc and all other responsibilities pursuant to the Association Documents (as defined in the Declaration).
- H. Assignee has requested that Touse assign to Assignee all of Touse's rights, benefits, powers, privileges, protections, easements, exemptions and exceptions as Developer under the Declaration.
- I. Pursuant to Section 27 of the Declaration, Touse desires to assign its rights, benefits, powers, privileges, protections, easements, exemptions and exceptions to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Recitals. The above Recitals are true and correct and form a part of this Assignment as if fully set forth herein.

DM201314552.6

2. **Definitions.** All capitalized terms not defined in this Assignment shall have the meanings set forth in the Declaration.
3. **Assignment of Rights.** As the Effective Date, Assignor hereby assigns to Assignee without recourse, representation, warranty or guaranty all of the rights, powers, benefits, privileges, easements, exemptions and exceptions Assignor holds as Developer and declarant under the Declaration.
4. **Assumption by Assignee.** In consideration for the assignment of the rights and privileges described in this Assignment, Assignee accepts this Assignment and Assignee hereby assumes from and after the Effective Date, to the fullest extent, all of the obligations, responsibilities and duties that Assignor holds as Developer under the Declaration.
5. **Easement in Favor of Tousa.** Tousa, EMF and Equity shall have the rights of a Builder as more particularly set forth in the Declaration with respect to Homes, Lots and Parcels owned by each such entity as of the Effective Date, including, but not limited to, a non-exclusive easement over, across and through all of the Common Areas of Victoria Parc necessary for Tousa, EMF and Equity to construct, market and sell their respective properties. By exercising the rights of Developer under the Declaration, Assignee shall in no way inhibit or interfere with the rights of Tousa, EMF and Equity and their successors and/or assigns construction, sale and marketing activities. Notwithstanding the foregoing, as of the Effective Date, Tousa is not the Developer of Victoria Parc or any portion thereof.
6. **Assessments.** From and after the Effective Date, Assignee shall be solely responsible for funding all or any portion of the shortfall in Quarterly Assessments not raised by virtue of all income of the Association, if any, pursuant to Section 20.9 of the Declaration.
7. **Association.** As of the Effective Date, the Tousa appointed members of the Board have resigned from the Board and the ACC. Assignee shall have the immediate obligation to appoint the new members of the Board and the ACC.
8. **Indemnity in Favor of Tousa.** From and at all times after the Effective Date, Assignee shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Tousa and its directors, officers, members, employees, attorneys, agents, subsidiaries and affiliates (collectively, the "**Indemnified Parties**") against any and all actions, claims, losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, paraprofessional fees, costs and expenses pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy) incurred by any of the Indemnified Parties from and after the Effective Date as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding arising from or in connection with: (i) Assignee's development of Victoria Parc; (ii) the design, construction, marketing and sale of homes by Assignee, (iii) Assignee's exercise of any of the rights assigned hereunder, and (iv) Assignee's assumption of obligations as set forth in Section 4 hereof that accrue subsequent to the Effective Date, (v) any and all actions taken by any person appointed by Assignee to the Board from and after the Effective Date. Should Assignee, or its successors and/or assigns, obtain in the future a general release or any other type of release from the Association relating to the design, development and/or construction of Victoria Parc, then Assignee covenants and agrees that such document will release Tousa in the same manner as it releases the Developer. Should the document not release Tousa, then Assignee shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless the Indemnified Parties against any and all actions, claims, losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, paraprofessional fees, costs and expenses pretrial and at all levels of proceedings, including all appeals) incurred by any of the Indemnified Parties from and before the Effective Date as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding arising from or in connection with the development of Victoria Parc.
9. **Successors and Assigns.** This Assignment shall be binding upon Tousa, Assignee, and their successors and assigns.
10. **Severability.** In the event any provision of this Assignment is unenforceable, this remainder of this Assignment shall be enforced as written.

DMZ11314552.6

11. **Governing Law and Selection of Forum.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be St. Lucie County, Florida.

12. **Captions.** The captions and paragraph headings contained in this Assignment are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Assignment.

13. **No Other Modifications.** Except as specifically modified herein, the Declaration shall remain in full force and effect and is not otherwise amended.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

WITNESSES:
By: [Signature]
Name: GEORGE VALDIVIA
By: [Signature]
Name: Liana Luna

TOUSA HOMES, INC., a Florida corporation

By: [Signature]
Name: Angel A. Gutierrez
Title: Division President
[SEAL]

STATE OF Florida)
COUNTY OF Miami-Dade) SS.:

The foregoing Assignment was acknowledged before me on this 6 day of June, 2008 by Angel A. Gutierrez as Division President of Touse Homes, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires Mercedes Suarez
Commission # DD986652
Expires: JAN. 17, 2009
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]
NOTARY PUBLIC, State of Florida
Print name: Mercedes Suarez

WITNESSES:
By: _____
Name: _____
By: _____
Name: _____

EQUITY-EMF HOA, INC., a Florida corporation

By: _____
Name: _____
Title: _____
[SEAL]

STATE OF FLORIDA)
COUNTY OF _____) SS.:

The foregoing Assignment was acknowledged before me on this _____ day of _____, 2008 by _____ as _____ of Equity-EMF HOA, Inc., who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My Commission Expires:

NOTARY PUBLIC, State of Florida
Print name: _____

Error! Unknown document property name.

11. **Governing Law and Selection of Forum.** This Assignment shall be governed by and construed in accordance with the laws of the State of Florida and venue for any litigation arising hereunder shall be St. Lucie County, Florida.

12. **Captions.** The captions and paragraph headings contained in this Assignment are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Assignment.

13. **No Other Modifications.** Except as specifically modified herein, the Declaration shall remain in full force and effect and is not otherwise amended.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the Effective Date.

WITNESSES: TOUSA HOMES, INC., a Florida corporation

By: _____
Name: _____

By: _____
Name: _____

By: _____
Name: _____
Title: _____

[SEAL]

STATE OF _____)
COUNTY OF _____) SS.:

The foregoing Assignment was acknowledged before me on this ____ day of _____, 2008 by _____ as _____ of Touse Homes, Inc., a Florida corporation, who is personally known to me or who produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC, State of Florida

Print name: _____

WITNESSES: EQUITY-EMF HOA, INC., a Florida corporation

By: Carmen Fusina
Name: Carmen Fusina
By: Diana Marquez
Name: Diana Marquez

By: Diana Marquez
Name: Diana Marquez
Title: PRESIDENT

[SEAL]

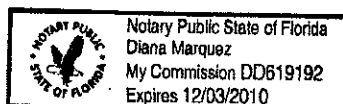
STATE OF FLORIDA)
COUNTY OF MANASSAS) SS.:

The foregoing Assignment was acknowledged before me on this 15th day of APRIL, 2008 by Diana Marquez as PRESIDENT of Equity-EMF HOA, Inc., who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My Commission Expires: 12/03/2010

Diana Marquez
NOTARY PUBLIC, State of Florida

Print name: Diana Marquez



DM21314552.6

EXHIBIT A

All of the Plat of Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47,
Page 20 of the Public Records of St. Lucie County, Florida.

DMZ\314552.6

EXHIBIT B

EMF LAND

Lots 1 through 117, inclusive, Block A, and Lots 1 through 101, inclusive, Block B and Lots 217, 218, 219 and 220, Block C, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

LESS:

Lots 1, 2, 5, 14, 17, 21, 25, 26, 30, 31, 115 and 116, Block A, and Lots 5, 6, 19, 25, 29, 30, 31, 45, 50 and 51, Block B, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

Lots 10 and 22, Block A, and Lot 94, Block A, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

Lots 3, 4, 18, 27, 28, 29, 107 and 112, Block A, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

EXHIBIT C

EQUITY LAND

Lots 1 through 216, inclusive, Block C, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

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EXHIBIT D

TOUSA LAND

Lots 1, 2, 5, 14, 17, 21, 25, 26, 30, 31, 115 and 116, Block A, and Lots 5, 6, 19, 25, 29, 30, 31, 45, 50 and 51, Block B, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

Lots 10 and 22, Block A, and Lot 94, Block A, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida

Lots 3, 4, 18, 27, 28, 29, 107 and 112, Block A, Tradition Plat No. 29, according to the Plat thereof, recorded in Plat Book 47, Page 20 of the Public Records of St. Lucie County, Florida